



RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À :
 Transport Canada / Transports Canada
 Attention: Barbara Gorman
 Email/Courriel: barbara.gorman@tc.gc.ca

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

Comments – Commentaires

Proposal To: Transport Canada

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out thereof.

On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:

1. The Bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;
2. This bid is valid for the period requested in the bid solicitation;
3. All the information provided in the bid is complete, true and accurate; and
4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.

Proposition à : Transports Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexées, au(x) prix indiqué(s).

En apposant ma signature ci-après, j'atteste, au nom du soumissionnaire, que j'ai lu la demande de propositions (DP) en entier, y compris les documents incorporés par renvoi dans la DP et que :

1. le soumissionnaire considère qu'il a les compétences et que ses produits sont en mesure de satisfaire les exigences obligatoires décrites dans la demande de soumissions;
2. cette soumission est valide pour la période exigée dans la demande de soumissions ;
3. tous les renseignements figurant dans la soumission sont complets, véridiques et exacts; et
4. si un contrat est attribué au soumissionnaire, ce dernier se conformera à toutes les modalités énoncées dans les clauses concernant le contrat subséquent et comprises dans la demande de soumissions.

Title – Sujet	
Informatics Professional Services	
Solicitation No. – N° de l'invitation	Date
T8080-200133-2	July 7, 2021
Client Reference No. – N° référence du client	
GETS Reference No. – N° de référence de SEAG	
Solicitation Closes	Time Zone
L'invitation prend fin	Fuseau horaire
at – à	02 :00 PM – 14h00
on – le	July 27, 2021
Eastern Daylight Time (EDT) Heure Avancé de l'Est (HAE)	
F.O.B. - F.A.B.	
Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address inquiries to – Adresser toute demande de renseignements à :	
email/Courriel : barbara.gorman@tc.gc.ca	
Area code and Telephone No.	Email: barbara.gorman@tc.gc.ca
Code régional et N° de téléphone	
343-550-2175	
Destination – of Goods, Services, and Construction:	
Destination – des biens, services et construction	
National Capital Region	
Instructions: See Herein	
Instructions : Voir aux présentes	
Delivery required -Livraison exigée	Delivery offered -Livraison proposée
See Herein – Voir aux présentes	
Jurisdiction of Contract: Province in Canada the Bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
Compétence du contrat : Province du Canada choisie par le soumissionnaire et qui aura les compétences sur tout contrat subséquent (si différente de celle précisée dans la demande)	
Vendor/firm Name and Address	
Raison sociale et l'adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone	
e-mail - courriel	
Name and title of person authorized to sign on behalf of Vendor/firm (type or print)	
Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date



TASK BASED INFORMATICS PROFESSIONAL SERVICES

**Request for Proposal
Supply Arrangement**

(TIER 2 – LOCATION- NCR)

For the requirement of

Transport Canada

For Resource Category

**Stream 4: Business Services -
B.7 Business Transformation Architect (Service Design)
– Level 3 and Level 2**

No. of Contracts to be Awarded: Up To Two (2)



REQUEST FOR PROPOSAL (RFP) AGAINST A SUPPLY ARRANGEMENT FOR TASK-BASED INFORMATICS PROFESSIONAL SERVICES (TBIPS)

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PART 1 – GENERAL INFORMATION

1.1 INTRODUCTION

This bid solicitation is divided into seven parts plus annexes and, attachments as follows:

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions : provides the instructions, clauses and conditions applicable to the bid solicitation and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of the bid solicitation;

Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;

Part 5 Certifications: includes the certifications to be provided;

Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and

Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The annexes include the Statement of Work, the Basis of Payment, Security Requirements Check List (SRCL), the Bid Evaluation Criteria, the Bid Submission Form, and any other annexes.

1.2 SUMMARY

- a. This bid solicitation is being issued to satisfy the requirement of Transport Canada (the "Client") for Task-Based Informatics Professional Services (TBIPS) under the TBIPS Supply Arrangement (SA) method of supply.
- b. It is intended to result in the award of up to 2 contracts each for 1 years, plus 2 one-year irrevocable options allowing Canada to extend the term of the contract(s).
- c. There is a security requirement associated with this requirement. For additional information, see Part 6 – Security, Financial and Other Requirements, and Part 7 – Resulting Contract Clauses. Bidders should consult the "[Security Requirements on PWGSC Bid Solicitations – Instructions for Bidders](#)" document on the Departmental Standard Procurement Documents (<http://ssi-iss.tpsgc-pwgsc.gc.ca>) Website.
- d. The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Agreement on Internal Trade (AIT), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Columbia Free Trade Agreement (CCoIFTA), and the Canada-Panama Free Trade Agreement (CPanFTA) if it is in force.
- e. The Federal Contractor's Program (FCP) for employment equity applies to this procurement; see Part 5 – Certifications, Part 7 – Resulting Contract Clauses and the attachment titled "Federal Contractor's Program for Employment Equity – Certification."



- f. The TBIPS Supply Arrangement EN578-170432 is incorporated by reference and forms part of this bid solicitation, as though expressly set out in it, subject to any express terms and conditions contained in this bid solicitation. The capitalized terms not defined in this bid solicitation have the meaning given to them in the TBIPS SA.
- g. Only selected TBIPS SA Holders currently holding a TBIPS SA for Tier 2 in Canada under the EN578-170432 series of SAs are invited to compete. SA Holders may not submit a bid in response to this bid solicitation unless they have been invited to do so. However, should an uninvited SA Holder wish to be invited, it may contact the Contracting Authority to request an invitation at any time prior to five business days before the published bid closing date, and an invitation will be made to that SA Holder unless it would not be consistent with the efficient operation of the procurement system. In no circumstance will such an invitation require Canada to extend a bid closing date. The following SA Holders have been initially invited to bid on this requirement. Where additional invitations are made during the bid solicitation process, it may be that they are not reflected in a solicitation amendment.
- h. **All Qualified Tier 2 SA Holders Are Invited**
- i. SA Holders that are invited to compete as a joint venture must submit a bid as that joint venture SA Holder, forming no other joint venture to bid. Any joint venture must be already qualified under the SA #EN578-170432 as that joint venture at the time of bid closing in order to submit a bid.
- j. The Resource Category described below is required on an as and when requested basis in accordance the [TBIPS Categories of Personnel Descriptions \(http://www.tpsgc-pwgsc.gc.ca/app-acq/sptb-tbps/categories-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/app-acq/sptb-tbps/categories-eng.html):

Stream	Category	Level of Expertise	Number of Resources
4. Business Services	B.7 Business Transformation Architect (Service Design)	3	6
4. Business Services	B.7 Business Transformation Architect (Service Design)	2	4

1.3 DEBRIEFINGS

After contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be provided in writing, by telephone or in person.



PART 2 – BIDDER INSTRUCTIONS

2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS

- a. All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada (PWGSC).
- b. Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract(s).
- c. The 2003 (2020-05-28) Standard Instructions – Goods or Services – Competitive Requirements are incorporated by reference into and form part of the bid solicitation. If there is a conflict between the provisions of 2003 and this document, this document prevails.

a) **Subsection 5.2 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:**

ensure that the Bidder's name, return address, bid solicitation number, and solicitation closing date and time are contained within the electronic proposal;

b) **Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:**

Delete: 60 days
Insert: 180 days

c) **Subsection 5.6 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is deleted in its entirety and replaced with the following:**

Transport Canada will delete bids delivered after the stipulated solicitation closing date and time, unless they qualify as a delayed bid as described in Section 07.

Furthermore, bids not qualified as delayed bids that were submitted after the stipulated solicitation closing date will be deleted. Records will be kept documenting the transaction history of all late bids submitted.

d) **Subsection 5.7 of 2003, Standard Instructions – Goods or Services – Competitive Requirements, is deleted in its entirety and replaced with the following:**

1. A bid delivered to the Contracting Authority's email after the solicitation closing date and time but before the contract award date may be considered, provided the Bidder can prove the delay is due solely to a delay in delivery that can be attributed to the Transport Canada email network.
 - a. The only pieces of evidence relating to a delay or failure of the Transport Canada system email system that are acceptable are:
 - i. the Transport Canada generated email stating that the email was not accepted; and



- ii. the Bidder's email system generated email stating that there was a failure in attempting to send the solicitation to the designated Transport Canada Contracting Authority's email address;

that clearly indicates that the bid was sent and was not delivered and/or rejected before the solicitation closing date and time.

2.2 SUBMISSION OF BIDS

2.2.1 Bids must be submitted to Transport Canada **BY EMAIL ONLY** to the Contracting Authority at Barbara.gorman@tc.gc.ca by the date, time and place indicated on page 1 of the solicitation.

2.2.2 Bidders must submit page 1 of this request for proposal, duly completed, signed and dated, by a person authorized to sign on behalf of the Bidder (Vendor/Firm). As long as the individual signing is authorized, this signature and any other signatures required for this solicitation can be digitally or otherwise signed.

2.2.3 The Contracting Authority will only notify the Bidder that the bid and any attachments has been received, but will not comment on nor assess the validity of the total email content.

2.2.4 Epost Connect service and facsimile are not accepted by Transport Canada.

2.3 ENQUIRIES – BID SOLICITATION

- a. All enquiries must be submitted in writing to the Contracting Authority no later than 10 calendar days before the bid closing date. Enquiries received after that time may not be answered.
- b. Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a "proprietary" nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

2.4 FORMER PUBLIC SERVANT

a. Information Required

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

b. Definitions



For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- (i) an individual;
- (ii) an individual who has incorporated;
- (iii) a partnership made of former public servants; or
- (iv) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c.C-17, the [Defence Services Pension Continuation Act](#), 1970, c.D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c.R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c.R-11, the [Members of Parliament Retiring Allowances Act](#), R.S., 1985, c.M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c.C-8.

c. Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

- (i) name of former public servant;
- (ii) date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental web sites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) (<http://www.tbs-sct.gc.ca/hgw-cgf/business-affaire/gcp-agc/notices-avis/2012/10-31-eng.asp>) and the [Guidelines on the Proactive Disclosure of Contracts](#) (<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14676>).

d. Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes () No ()**

If so, the Bidder must provide the following information:

- (i) name of former public servant;
- (ii) conditions of the lump sum payment incentive;
- (iii) date of termination of employment;
- (iv) amount of lump sum payment;
- (v) rate of pay on which lump sum payment is based;



- (vi) period of lump sum payment including start date, end date and number of weeks;
- (vii) number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

2.5 APPLICABLE LAWS

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Note to Bidders: A bidder may, at its discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of its bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of its choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidder. Bidders are requested to indicate the Canadian province or territory they wish to apply to any resulting contract in their bid submission.

2.6 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reasons for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority in accordance with the article entitled "Enquiries – Bid Solicitation". Canada will have the right to accept or reject any or all suggestions.

2.7 BASIS FOR CANADA'S OWNERSHIP OF THE INTELLECTUAL PROPERTY (IP)

Canada has determined that any intellectual property arising from the performance of the Work under any resulting Contract will belong to Canada, on the basis that the [Treasury Board Policy 'Title to Intellectual Property Arising Under Crown Procurement'](http://www.ic.gc.ca/eic/site/068.nsf/eng/00005.html) (<http://www.ic.gc.ca/eic/site/068.nsf/eng/00005.html>) does not apply to this requirement as per its sub-section 2.5, which states: "This policy does not apply to personal information, as defined under the Privacy Act (R.S.C.) c. P-21, or to Foreground IP in any compilation or database containing personal information or Crown-supplied information, if that Foreground cannot be exploited without using that personal information or Crown-supplied information".

2.8 VOLUMETRIC

The Estimated Level of effort data has been provided to Bidders to assist them in preparing their bids. The inclusion of this data in this bid solicitation does not represent a commitment by Canada that Canada's future usage of the service identified in this bid solicitation will be consistent with this data. It is provided purely for information purposes.



PART 3 – BID PREPARATION INSTRUCTIONS

3.1 BID PREPARATION INSTRUCTIONS

3.1.1 Email Submission of Response

Bids must be submitted to Transport Canada **BY EMAIL ONLY** to the Contracting Authority at Barbara.gorman@tc.gc.ca by the date, time and place indicated on page 1 of the solicitation.

3.1.2 Email Size

Bidders should ensure that they submit their bid in multiple emails if any single email, including attachments, will exceed 10 MB. Except as expressly provided below, only emails that are received at the Email Address for Bid Submission by the closing date and time will be considered part of the bid.

3.1.3 Email Title

Bidders are requested to include the Solicitation No. identified on page 1 of this document in the “subject” line of each email forming part of the bid.

3.1.4 Time of Receipt

All emails received at the Email Address for Bid Submission showing a “received” time before the bid closing date and time will be considered timely. In the case of a dispute regarding the time at which an email arrived at TC, the time at which the bid is received by TC will be determined:

- i) by the delivery time stamp received by the Bidder if the Bidder has turned on Delivery Status Notification for the sent email in accordance with RFC 1891 established by the Internet Engineering Steering Group (SMTP Service Extension for Delivery Status Notification); or
- ii) in accordance with the date and time stamp on the SMTP headers showing the time of first arrival on a server used to provide the Government of Canada with email services, if the Bidder has not turned on Delivery Status Notification for the sent email.

3.1.5 Availability of Contracting Authority

During the two hours leading up to the closing date and time, a Transport Canada representative will monitor the Email Address for Bid Submission and will be available by telephone at the Contracting Authority’s telephone number shown on the page 1 of this document (although the TC representative may not be the Contracting Authority). If the Bidder is experiencing difficulties transmitting the email to the Email Address for Bid Submission, the Bidder should contact TC immediately at the Contracting Authority’s coordinates provided on the page 1 of this document.

3.1.6 Email Acknowledgement of Receipt by TC

On the closing date, a Transport Canada representative will send an email acknowledging receipt of each bid (and each email forming part of that bid, if multiple emails are received) that was received by the closing date and time at TC’s Email Address for Bid Submission.



3.1.7 Responsibility for Technical Problems

Canada will not be responsible for:

- i) any technical problems experienced by the Bidder in submitting its bid, including emails that fail to arrive because they exceed the maximum email size of 10 MB or that are rejected or quarantined because they contain malware or other code that is screened out by TC's security services; or
- ii) any technical problems that prevent TC from opening the attachments to the email(s). For example, if an attachment is corrupted or otherwise cannot be opened or cannot be read, it will be evaluated accordingly. Bidders will not be permitted to submit substitute attachments to replace any that are corrupt or empty or submitted in an unapproved format.

3.1.8 Copies of Bid

Canada requests that Bidders provide their bid in three separate electronic documents contained in a single email as follows:

- a. Electronic Document 1 - "Section I: Technical Proposal" (1 soft copy)
- b. Electronic Document 2 - "Section II: Financial Proposal" (1 soft copy)
- c. Electronic Document 3 - "Section III: Certifications" (1 Soft copy)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

3.1.9 Format for Bid

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

- (a) use a numbering system that corresponds to the bid solicitation;
- (b) include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, Bidder's name and address and contact information of its representative; and
- (c) Include a table of contents;
- (d) Soft copies will be accepted in any of the following electronic formats:
 - (i) Portable Document Format (.pdf)
 - (ii) Microsoft Word 97/2000 (.doc)
 - (iii) Microsoft Excel 97/2000 (.xls)

3.1.10 Canada's Policy on Green Procurement

The policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process See the [Policy on Green Procurement \(http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html). To assist Canada in reaching its objectives, Bidders are encouraged to:

- i. use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and



- ii. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

3.1.11 Submission of Only One Bid:

- i. A Bidder, including related entities, will be permitted to submit only one bid in response to this bid solicitation. If a Bidder or any related entities participate in more than one bid (participating means being part of the Bidder, not being a subcontractor), Canada will provide those Bidders with two (2) working days to identify the single bid to be considered by Canada. Failure to meet this deadline will result in all the affected bids being disqualified.
- ii. For the purposes of this Article, regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law (whether that entity is a natural person, corporation, partnership, etc), an entity will be considered to be "related" to a Bidder if:
 - A. they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
 - B. they are "related persons" or "affiliated persons" according to the *Canada Income Tax Act*;
 - C. the entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
 - D. the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.
- iii. Individual members of a joint venture cannot participate in another bid, either by submitting a bid alone or by participating in another joint venture.

3.1.12 Joint Venture Experience:

- i. Where the Bidder is a joint venture with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture.

Example: A bidder is a joint venture consisting of members L and O. A bid solicitation requires that the bidder demonstrate experience providing maintenance and help desk services for a period of 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and O), the bidder has previously done the work. This bidder can use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third party N, however, that experience cannot be used because the third party N is not part of the joint venture that is bidding.
- ii. A joint venture bidder may rely on the experience of one of its members to meet any given technical criterion of this bid solicitation.

Example: A bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the bidder have 3 years of experience providing maintenance service, and (b) that the bidder have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single criterion, such as the requirement for 3 years of experience providing maintenance services, the bidder cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.



- iii. Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this bid solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. If the Bidder has not identified which joint venture member satisfies the requirement, the Contracting Authority will provide an opportunity to the Bidder to submit this information during the evaluation period. If the Bidder does not submitted this information within the period set by the Contracting Authority, its bid will be declared non-responsive.

Example: A bidder is a joint venture consisting of members A and B. If a bid solicitation requires that the bidder demonstrate experience providing resources for a minimum number of 100 billable days, the bidder may demonstrate that experience by submitting either:

- Contracts all signed by A;
- Contracts all signed by B; or
- Contracts all signed by A and B in joint venture, or
- Contracts signed by A and contracts signed by A and B in joint venture, or
- Contracts signed by B and contracts signed by A and B in joint venture.

That show in total 100 billable days.

- iv. Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the bid solicitation period.

3.2 SECTION I: TECHNICAL BID

The technical bid consists of the following:

- i. **Bid Submission Form:** Bidders are requested to include the Bid Submission Form – Attachment “(X)” with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name, the Bidder’s Procurement Business Number, the Bidder’s status under the Federal Contractors Program for Employment Equity, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.
- ii. **Security Clearance:** Bidders are requested to submit the following security information for each of the proposed resources with their bids on or before the bid closing date:

SECURITY INFORMATION:

Name of individual as it appears on security clearance application form: _____

Level of security clearance obtained: _____

Validity period of security clearance obtained: _____

Security Screening Certificate and Briefing Form file number: _____

If the Bidder has not included the security information in its bid, the Contracting Authority will provide the Bidder with an opportunity to submit the security information during the evaluation period. If the Bidder has not submitted the security information within the period set by the Contracting Authority, its bid will be declared non-responsive.



- iii. **Substantiation of Technical Compliance:**
The technical bid must substantiate the compliance of the bidder and its products and services with the specific requirements of Attachment 4.1, which is the requested format for providing the substantiation. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be considered non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the "Bidder's Response" column of Attachment 4.1, where Bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.
- iv. **For Previous Similar Projects:** Where the bid must include a description of previous similar projects: (i) a project must have been completed by the Bidder itself (and cannot include the experience of any proposed subcontractor or any affiliate of the Bidder); (ii) a project must have been completed by the bid closing date; (iii) each project description must include, at minimum, the name and either the telephone number or e-mail address of a customer reference; and (iv) if more similar projects are provided than requested, Canada will decide in its discretion which projects will be evaluated. A project will be considered "similar" to the Work to be performed under any resulting contract if the project was for the performance of work that closely matches the TBIPS *descriptions* of the Resource Categories identified in Annex "(A)". Work will be considered to "closely match" if the work in the provided project is described in at least 50% of the points of responsibility listed in the description of the given Resource Category.
- v. **For Proposed Resources:** The technical bid must include résumés for the resources as identified in Attachment 4.1. The same individual must not be proposed for more than one Resource Category Resource Category: B.7 Business Transformation Architect, (Service Design) Level 3 OR Level 2. The Technical bid must demonstrate that each proposed individual meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to the proposed resources:
- A. Proposed resources may be employees of the Bidder or employees of a subcontractor, or these individuals may be independent contractors to whom the Bidder would subcontract a portion of the Work
 - B. For educational requirements for a particular degree, designation or certificate, Canada will only consider educational programmes that were successfully completed by the resource by the time of bid closing. If the degree, designation or certification was issued by an educational institution outside of Canada, the Bidder must provide a copy of the results of the academic credential assessment and qualification recognition service issued by an agency or organization recognized by the Canadian Information Centre for International Credentials (CICIC).
 - C. For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of bid closing and must continue, where applicable, to be a member in good standing of the profession or membership throughout the evaluation period and Contract Period. Where the designation or membership must be demonstrated through a certification, diploma or degree, such document must be current, valid and issued by the entity specified in this solicitation. If



the entity is not specified, the issuer must be an accredited or otherwise recognized body, institution or entity at the time the document was issued. If the degree, diploma or certification was issued by an educational institution outside of Canada, the Bidder must provide a copy of the results of the academic credential assessment and qualification recognition service issued by an agency or organization recognized by the Canadian Information Centre for International Credentials (CICIC).

- D. For work experience, Canada will not consider experience gained as part of an educational programme, except for experience gained through a formal cooperative programme at a post-secondary institution.
- E. For any requirements that specify a particular time period (e.g., 2 years) of work experience, Canada will disregard any information about experience if the technical bid does not include the relevant dates (month and year) for the experience claimed (i.e., the start date and end date). Canada will evaluate only the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.
- F. For work experience to be considered by Canada, the technical bid must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. In situations in which a proposed resource worked at the same time on more than one project, the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience

vi. **Customer Reference Contact Information:**

- A. In conducting its evaluation of the bids, Canada may, but will have no obligation to request that a bidder provide customer references. If Canada sends such a written request, the bidder will have 2 working days to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive. These customer references must each confirm if requested by Canada, the facts identified in the Bidder's bid, as required by Attachment 3.1.

The form of question to be used to request confirmation from customer references is as follows:

"Has [the Bidder] provided your organization with [describe the services and, if applicable, describe any required time frame within which those services must have been provided]?"

Yes, the Bidder has provided my organization with the services described above.

No, the Bidder has not provided my organization with the services described above.

I am unwilling or unable to provide any information about the services described above.

- B. For each customer reference, the Bidder must, at a minimum, provide the name, the telephone number and e-mail address for a contact person. Bidders are also requested to include the title of the contact person. If there



is a conflict between the information provided by the customer reference and the bid, the information provided by the customer reference will be evaluated instead of the information in the bid. If the named individual is unavailable when required during the evaluation period, the Bidder may provide the name and contact information of an alternate contact from the same customer.

3.3 SECTION II: FINANCIAL BID

- a. **Pricing:** Bidders must submit their financial bid in accordance with the Basis of Payment provided in Annex B of this bid solicitation. The total amount of Applicable Taxes must be shown separately, if applicable. Unless otherwise indicated, Bidders must include a single, firm, all-inclusive per diem rate in Canadian dollars in each cell requiring an entry in the pricing tables.
- b. **Variation in Resource Rates By Time Period:** For any given Resource Category, where the financial tables provided by Canada allow different firm rates to be charged for a resource category during different time periods:
 - i. the rate bid must not increase by more than 5% from one time period to the next and
 - ii. the rate bid for the same Resource Category during any subsequent time period must not be lower than the rate bid for the time period that includes the first month of the Initial Contract Period
- c. **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option periods. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
- d. **Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No Bidder will be permitted to add or change a price as part of this confirmation. Any Bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

3.4 SECTION III: CERTIFICATIONS

Bidders are to submit the certifications required under Part 5 that have not been included in the Technical Bid.



PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 EVALUATION PROCEDURES

- a. Bids will be evaluated in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- b. An evaluation team composed of representatives of Canada will evaluate the bids on behalf of Canada. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- c. In addition to any other time periods established in the bid solicitation :
 - i. **Requests for Clarifications:** If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
 - ii. **Requests for Further Information:** If Canada requires additional information in order to do any of the following pursuant to the Section entitled “Conduct of Evaluation” in 2003, Standard Instructions - Goods or Services - Competitive Requirements:
 - A. verify any or all information provided by the Bidder in its bid; or
 - B. contact any or all references supplied by the Bidder (e.g., references named in the résumés of individual resources) to verify and validate any information submitted by the Bidder,The Bidder must provide the information requested by Canada within five working days of a request by the Contracting Authority.
 - iv. **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

4.2 TECHNICAL EVALUATION

- a. **Mandatory Technical Criteria:**

Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words “must” or “mandatory” is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified. The Mandatory evaluation criteria are described in Attachment 4.1 Bid Evaluation Criteria.
- b. **Point-Rated Technical Criteria:**

Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word “rated” or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. The rated requirements are described in Attachment 4.1 - Bid Evaluation Criteria.



c. Number of Resources Evaluated:

Only one Level 3 and Level 2 Resource Category B.7 Business Transformation Architect, will be evaluated as part of this bid solicitation as identified in Attachment 4.1. Additional resources will only be assessed after contract award once specific tasks are requested of the Contractor. After contract award, the Task Authorization process will be in accordance with Part 7 - Resulting Contract Clauses, the Article titled "Task Authorization". When a Task Authorization Form (TA Form) is issued, the Contractor will be requested to propose a resource to satisfy the specific requirement based on the TA Form's Statement of Work. The proposed resource will then be assessed against the criteria identified in the Contract's Statement of Work in accordance with Appendix C of Annex A.

c. Reference Checks:

- i. If a reference check is performed, Canada will conduct the reference check in writing by e-mail. Canada will send all email reference check requests to contacts supplied by all the Bidders on the same day using the email address provided in the bid.
- ii. If Canada does not receive a response from the contact person within the 5 working days, Canada will not contact the Bidder and will not permit the substitution of an alternate contact person.
- iii. Wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information evaluated.
- iv. Points will not be allocated and/or a bidder will not meet the mandatory experience requirement (as applicable) if (1) the reference customer states he or she is unable or unwilling to provide the information requested, or (2) the customer reference is not a customer of the Bidder itself (for example, the customer cannot be the customer of an affiliate of the Bidder instead of being a customer of the Bidder itself). Nor will points be allocated or a mandatory met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Bidder.
- v. Whether or not to conduct reference checks is discretionary. However, if Canada chooses to conduct reference checks for any given rated or mandatory requirement, it will check the references for that requirement for all bidders who have not, at that point, been found non-responsive.

4.3 FINANCIAL EVALUATION

4.3.1 Transport Canada will conduct the financial evaluation based on the methodology detailed below.

- (a) There are two possible financial evaluation methods for this requirement. The first method will be used if three or more bids are determined responsive (see (b) Financial Evaluation - Method A below). The second method will be used if fewer than three bids are determined responsive (see (c) Financial Evaluation - Method B below).

(b) **Financial Evaluation - Method A:** The following financial evaluation method will be used if three (3) or more bids are determined responsive:

- i. **Calculation of Total Bid Price:** The financial evaluation will be conducted using the pricing tables completed by the Bidders and the Firm Per Diem Median Rate Evaluation Method explained below. A financial calculation will occur for each Bidder by multiplying its firm per diem rates, or Median Rate(s) if applicable, for the Initial Contract Period and the option period(s) with the estimated number of days of work for each period, for all the



Resource Categories stated in Attachment 4.2, Pricing Schedule, the sum of such rates will constitute the Total Bid Price for that Bidder.

(ii) **Firm Per Diem Median Rate Evaluation**

(A)

Explanation: The firm per diem median rate calculation will apply to modify the rate to be assessed in the financial evaluation of a Bidder, where that Bidder submits a firm per diem rate for a resource category that is lower than the lower band limit or more than the upper band limit as calculated below. The firm per diem median rate calculation is for evaluation purposes only, and the actual submitted per diem rate will be used in any resulting contract in all instances.

- (iii) Calculation for both the Initial Contract Period and the Option Period medians: The Contracting Authority will establish, for each period and each Level 2 and Level 3 Business Transformation Architect, the median band limits based on the firm per diem rates provided by the technically responsive bids. For each such Resource Category the median will be calculated using the median function in Microsoft Excel and will represent a range that encompasses any rate to a value of minus (-) 20% of the median, and an upper median rate to a value of plus (+) 30% of the median. When an even number of technically responsive bids have been determined, an average of the middle two rates will be used to calculate the median band limits and for an odd number of technically responsive bids, the middle rate will be used.

(b) **Financial Evaluation - Method B:** The following financial evaluation method will be used if less than three bids are determined responsive:

- (i) **Calculation of Total Bid Price:** The financial evaluation will be conducted using the pricing tables completed by the Bidders. A financial calculation will occur for each Bidder by multiplying its firm per diem rates for the Initial Contract Period and the option period(s) with the estimated number of days of work for each period, for the Resource Category stated in Attachment 4.2 Pricing Schedule. The sum of such rates will constitute the Total Bid Price for that Bidder.

(a) **Substantiation of Professional Services Rates**

In Canada's experience, bidders will from time to time propose rates at the time of bidding for one or more categories of resources that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. When evaluating the rates bid for professional services, Canada may, but will have no obligation to, require price support in accordance with this Article. If Canada requests price support, it will be requested from all otherwise responsive bidders who have proposed a rate that is at least 20% lower than the median rate bid by all responsive bidders for the relevant resource category or categories. If Canada requests price support, the Bidder must provide the following information:

- (i) an invoice (referencing a contract serial number or other unique contract identifier) that shows that the Bidder has provided and invoiced a customer (with whom the Bidder deals at arm's length) for services performed for that customer similar to the services that would be provided in the National Capital Region in the relevant resource category, where those services were provided for at least three months within the eighteen months before the



- bid solicitation closing date, and the fees charged were equal to or less than the rate offered to Canada;
- (ii) in relation to the invoice in (i), evidence from the Bidder's customer that the services identified in the invoice include at least 50% of the tasks listed in the Statement of Work for the category of resource being assessed for an unreasonably low rate. This evidence must consist of either a copy of the contract (which must describe the services to be provided and demonstrate that at least 50% of the tasks to be performed are the same as those to be performed under the Statement of Work in this bid solicitation) or the customer's signed certification that the services subject to the charges in the invoice included at least 50% of the same tasks to be performed under the Statement of Work in this bid solicitation; and
 - (iii) in respect of each contract for which an invoice is submitted as substantiation, a résumé for the resource that provided the services under that contract that demonstrates that, in relation to the resource category for which the rates are being substantiated, the resource would meet the mandatory requirements and achieve any required pass mark for any rated criteria; and
 - (iv) the name, telephone number and, if available, e-mail address of a contact person at the customer who received each invoice submitted under (i), so that Canada may verify any information provided by the Bidder.

Once Canada requests substantiation of the rates bid for any resource category, it is the sole responsibility of the Bidder to submit information (as described above and as otherwise may be requested by Canada, including information that would allow Canada to verify information with the resource proposed) that will allow Canada to determine whether it can rely, with confidence, on the Bidder's ability to provide the required services at the rates bid. If Canada determines that the information provided by the Bidder does not adequately substantiate the unreasonably low rates, the bid will be declared non-responsive.

(b) **Formulae in Pricing Tables**

If the pricing tables provided to bidders include any formulae, Canada may re-input the prices provided by bidders into a fresh table, if Canada believes that the formulae may no longer be functioning properly in the version submitted by a bidder.

4.4 BASIS OF SELECTION

4.4.1 Basis of Selection – Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 63 points overall for the technical evaluation criteria which are subject to point rating.
The rating is performed on a scale of 90 points.
2. Bids not meeting a b or c will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 80% for the technical merit and 20% for the price.



4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 80%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 20%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by an 80/20 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (80%) and Price (20%)

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Technical Merit Score		$115/135 \times 80 = 68.1$	$89/135 \times 80 = 52.7$	$92/135 \times 80 = 54.5$
Calculations	Technical Merit Score	$45/55 \times 20 = 16.4$	$45/50 \times 20 = 18$	$45/45 \times 20 = 20$
Combined Rating		84.5	70.7	74.5
Overall Rating		1 st	3 rd	2 nd

If more than one Bidder is tied in ranking because of overall proposal scores, then the order will be ranked as follows:

- a) the Bidder with the highest score for the Technical proposal scored (calculated on the maximum available points out of 32); and if still equal
- b) the matter will be decided through a coin toss in the virtual presence of both Bidders.
- c) **Contract Funding Allocation:** Where more than one contract is awarded, each contract issued for that Workstream will be issued with an amount of funding specified in the article titled "Limitation of Expenditure" calculated based on the following:



Bidder	Total Bidder Score	Fund Allocation Formula (%)	Total Funds
X	98	$98/268 \times 100 = 36.57\%$	\$7,314,000.00
Y	89	$89/268 \times 100 = 33.21\%$	\$6,642,000.00
Z	81	$81/268 \times 100 = 30.22\%$	\$6,044,000.00
Totals	268	100%	\$20,000,000.00
Total Funds Available: \$20,000,000.00			

NOTE: This is an example only. Actual numbers will be determined after bid evaluation. Where one contract is awarded, the amount of the Limitation of Expenditure will be determined at Canada's discretion.



PART 5 – CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted in accordance with the articles below.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify Bidders' certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority for additional information will also render the bid non-responsive or constitute a default under the contract.

5.1 CERTIFICATIONS REQUIRED WITH BID

Bidders must submit the following duly completed certification(s) as part of their bid.

a. Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed Declaration Form (<http://www.tpsgc-pwgsc.gc.ca/ci-if/documents/formulaire-form-eng.pdf>), to be given further consideration in the procurement process.

5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

a. Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available from [Employment and Social Development Canada \(ESDC\) - Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page) website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of contract award.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex [Federal Contractors Program for Employment Equity - Certification](#), before contract award. If the Bidder is a Joint



Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.3 ADDITIONAL CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

Professional Services Resources

- i. By submitting a bid, the Bidder certifies that, if it is awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives.
- ii. By submitting a bid, the Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.
- iii. If the Bidder is unable to provide the services of an individual named in its bid due to the death, sickness, extended leave (including parental leave or disability leave), retirement, resignation or dismissal for cause of that individual, within five business days of Canada's knowledge of the unavailability of the individual the Bidder may propose a substitute to the Contracting Authority, providing:
 - A. the reason for the substitution with substantiating documentation acceptable to the Contracting Authority;
 - B. the name, qualifications and experience of a proposed replacement immediately available for work; and
 - C. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

No more than one substitute will be considered for any given individual proposed in the bid. In response to the Bidder's proposed substitution, the Contracting Authority may elect in its sole discretion either to:

- A. set aside the bid and give it no further consideration; or
- B. evaluate the replacement in accordance with the requirements of the bid solicitation in the place of the original resource as if that replacement had originally been proposed in the bid, with any necessary adjustments being made to the evaluation results, including the rank of the bid vis-à-vis other bids.

If no substitute is proposed the Contracting Authority will set aside the bid and give it no further consideration.

- iv. If the Bidder has proposed any individual who is not an employee of the Bidder, by submitting a bid, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

b. Certification of Language English Essential



By submitting a bid, the Bidder certifies that, should it be awarded a contract as result of the bid solicitation, every individual proposed in its bid will be fluent in English. The individual(s) proposed must be able to communicate orally and in writing in English without any assistance and with minimal errors.

c. Submission of Only One Bid

By submitting a bid, the Bidder is certifying that it does not consider itself to be related to any other bidder.

PART 6 – SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 SECURITY REQUIREMENT

- a. At the date of bid closing, the following conditions must be met :
 - i. the Bidder must hold a valid organization security clearance as indicated in Part 7 – Resulting Contract Clauses;
 - ii. the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must each meet the security requirement as indicated in Part 7 – Resulting Contract Clauses; and
 - iii. the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites

For additional information on security requirements, bidders should refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

- b. In the case of a joint venture bidder, each member of the joint venture must meet the security requirements.



PART 7 – RESULTING CONTRACT CLAUSES

The following clauses apply to and form part of any contract resulting from the bid solicitation.

7.1 REQUIREMENT

- a. [_____] (the Contractor) agrees to supply to the Client the services described in the Contract, including the Statement of Work, in accordance with and at the prices set out in the Contract. This includes providing professional services, as and when requested by Canada, to one or more locations to be designated by Canada, excluding any locations in areas subject to any of the Comprehensive Land Claims Agreements.
- b. **Client(s)** : Under the Contract, the "**Client**" is _____.
- c. **Reorganization of Client**: The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.
- d. **Defined Term** : Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Also, the following words and expressions have the following meaning:
 - i. Any reference to an Identified User is a reference to the Client.
 - ii. "deliverable" or "deliverables" includes all documentation outlined in this Contract
 - iii. "local office" of the Contractor means an office having at least one full time employee that is not a shared resource working at that location.

7.2 TASK AUTHORIZATION ("TA")

- a. **As and When Requested Task Authorizations**: The Work or a portion of the Work to be performed under the Contract on an "as-and-when-requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract. The Contractor must not commence work until a validly issued TA has been issued by Canada and received by the Contractor. The Contractor acknowledges that any work performed before such issuance and receipt will be done at the Contractor's own risk.

Assessment of Resources Proposed at TA Stage: Processes for issuing, responding to and assessing Task Authorizations are further detailed in Appendix A of Annex A.

- b. **Form and Content of Task Authorization**:
 - i. The Technical Authority will provide the Contractor with a description of the task in a draft Task Authorization using the form specified in Appendix B of Annex A.
 - ii. The draft Task Authorization will contain the details of the activities to be performed, and must contain the following information, if applicable :

A. a task number;



- B. The date by which the Contractor's response must be received (which will appear in the draft Task Authorization, but not the issued Task Authorization);
 - C. the details of any financial coding to be used;
 - D. the category of resources and the number required;
 - E. a description of the work for the task outlining the activities to be performed and identifying any deliverables (such as reports);
 - F. the start and completion dates;
 - G. milestone dates for deliverables and payments (if applicable);
 - H. the number of person-days of effort required;
 - I. whether the work requires on-site activities and the location;
 - J. the language profile of the resources required;
 - K. the level of security clearance required of resources;
 - L. the price payable to the Contractor for performing the task, with an indication of whether it is a firm price or a maximum TA price (and, for maximum price task authorizations, the TA must indicate how the final amount payable will be determined; where the TA does not indicate how the final amount payable will be determined, the amount payable is the amount, up to the maximum, that the Contractor demonstrates was actually worked on the project, by submitting time sheets filled in at the time of the work by the individual resources to support the charges); and
 - M. any other constraints that might affect the completion of the task.
- c. **Contractor's Response to Draft Task Authorization:** The Contractor must provide the Technical Authority, within 5 working days of receiving the draft Task Authorization (or within any longer time period specified in the draft TA), the proposed total price for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract. The Contractor's quotation must be based on the rates set out in the Contract. The Contractor will not be paid for preparing or providing its response or for providing other information required to prepare and validly issue the TA.
- d. **Task Authorization Limit and Authorities for Validly Issuing Task Authorizations:**
- To be validly issued, a TA must include the following signature(s):
- Any TA that does not bear the appropriate signature(s) is not validly issued by Canada. Any work performed by the Contractor without receiving a validly issued TA is done at the Contractor's own risk. If the Contractor receives a TA that is not appropriately signed, the Contractor must notify the Contracting Authority. By providing written notice to the Contractor, the Contracting Authority may suspend the Technical Authority's ability to issue TAs at any time, or reduce the dollar value threshold described in sub-article (A) above; any suspension or reduction notice is effective upon receipt.
- e. **Periodic Usage Reports:**
- i. The Contractor must compile and maintain records on its provision of services to the federal government under validly issued TAs issued under the Contract. The Contractor must provide this data to Canada in accordance with the reporting requirements detailed below. If any required information is not available, the Contractor must indicate the reason. If services are not provided during a given period, the Contractor must still provide a "NIL" report. The Contractor must submit the periodic usage reports on to the Contracting Authority. From time to time, the Contracting Authority may also require an interim report during a reporting period.
 - ii. The quarterly periods are defined as follows:



- A. April 1 to June 30;
- B. July 1 to September 30;
- C. October 1 to December 31; and
- D. January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 10 calendar days after the end of the reporting period.

- iii. Each report must contain the following information for each validly issued TA (as amended):
 - A. the Task Authorization number and the Task Authorization Revision number(s), if applicable;
 - B. a title or a brief description of the task;
 - C. the name, Resource category and level of each resource involved in performing the TA, as applicable;
 - D. the total estimated cost specified in the TA (applicable taxes extra);
 - E. the total amount (applicable taxes extra) expended to date;
 - F. the start and completion date; and
 - G. the active status, as applicable (e.g., indicate whether work is in progress or if Canada has cancelled or suspended the TA, etc.).
- iii. Each report must also contain the following cumulative information for all the validly issued TAs (as amended):
 - A. the amount (applicable taxes extra) specified in the contract (as last amended, if applicable) as Canada's total liability to the contractor for all validly issued TAs; and
 - B. the total amount, applicable taxes extra, expended to date against all validly issued TA's.

f. Refusal of Task Authorizations or Submission of a Response which is not Valid:

The Contractor is not required to submit a response to every draft TA sent to it by Canada. However, in addition to Canada's other rights to terminate the Contract, Canada may immediately, and without further notice, terminate the Contract for default in accordance with the General Conditions if the Contractor in at least three instances has either not responded or has not submitted a valid response when sent a draft TA. A valid response is one that is submitted within the required time period and meets all requirements of the TA issued, including proposing the required number of resources who each meet the minimum experience and other requirements of the categories identified in the TA at pricing not exceeding the rates set out in Annex B. Each time the Contractor does not submit a valid response, the Contractor agrees Canada may at its option decrease the Minimum Contract Value in the clause titled "Minimum Work Guarantee" by 2%. This decrease will be evidenced for administrative purposes only through a contract amendment issued by the Contracting Authority (which does not require the agreement of the Contractor).

7.3 MINIMUM WORK GUARANTEE

- a. In this clause,
 - i. **"Maximum Contract Value"** means the amount specified in the "Limitation of Expenditure" clause set out in the Contract (excluding Applicable Taxes); and



- ii. **"Minimum Contract Value"** means 5 % of the Maximum Contract Value on the date the contract is first issued.
- b. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with sub-article (c), subject to sub-article (d). In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract Period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
- c. In the event that Canada does not request work in the amount of the Minimum Contract Value during the Contract Period, Canada must pay the Contractor the difference between the Minimum Contract Value and the cost of the Work performed.
- d. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract
 - i. for default.
 - ii. for convenience as a result of any decision or recommendation of a tribunal or court that the contract be cancelled, re-tendered or awarded to another supplier; or
 - iii. for convenience within ten business days of Contract award.

7.4 STANDARD CLAUSES AND CONDITIONS

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>).

a. General Conditions:

2035 (2020-05-28), General Conditions – Higher Complexity – Services, apply to and form part of the Contract.

With respect to Section 30 - Termination for Convenience, of General Conditions 2035, unless already present, Subsection 04 is deleted and replaced with the following Subsections 04, 05 and 06:

1. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price.
2. Where the Contracting Authority terminates the entire Contract and the Articles of Agreement include a Minimum Work Guarantee, the total amount to be paid to the Contractor under the Contract will not exceed the greater of
 - a. the total amount the Contractor may be paid under this section, together with any amounts paid, becoming due other than payable under the Minimum Revenue Guarantee, or due to the Contractor as of the date of termination, or
 - b. the amount payable under the Minimum Work Guarantee, less any amounts paid, due or otherwise becoming due to the Contractor as of the date of termination.
3. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.



b. **Supplemental General Conditions:**

The following Supplemental General Conditions:

- i. 4007 (2010-08-16), Supplemental General Conditions – Canada to Own Intellectual Property Rights in Foreground Information; and
- ii. 4008 (2008-12-12), Supplemental General Conditions – Personal Information; apply to and form part of the Contract.

7.5 SECURITY REQUIREMENT

The following Security Requirement Check List (SRCL and related clauses) applies to the Contract.

PWGSC FILE # PS SRCL #19

1. The contractor/offeror must, at all times during the performance of the contract/standing offer, hold a valid Facility Security Clearance at the level of **secret**, issued by the CSP of the ISS, PSPC
2. The contractor/offeror personnel requiring access to **protected/classified** information, assets or sensitive work site(s) must **each** hold a valid personnel security screening at the level of **reliability status or secret** as required, granted or approved by the CSP/ISS/PSPC
3. The contractor/offeror **must not** remove any **protected/classified** information from the identified work site(s), and the contractor/offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are **not** to be awarded without the prior written permission of the CSP/ISS/PSPC.
5. The contractor/offeror must comply with the provisions of the:
 1. Security Requirements Check List and security guide (if applicable), attached at Annex C
 2. Industrial Security Manual (Latest Edition).

7.6 CONTRACT PERIOD

- a. **Contract Period** : The "**Contract Period**" is the entire period of time during which the Contractor is obliged to perform the Work, which includes :
 - i. The "**Initial Contract Period**", which begins on the date the Contract is awarded and ends twelve months later; and
 - ii. the period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.
- b. **Option to Extend the Contract** :
 - i. The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 2 (two) additional 1 (one) year periods under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
 - ii. Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a formal contract amendment.



7.7 AUTHORITIES

7.7.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Barbara Gorman
 Title: Intermediate Officer, Procurement Policy, Governance and Reporting
 Organization: Transport Canada
 Address: 275 Spark Street, Ottawa, ON K1A 0Y5
 Telephone: 343-550-2175
 E-mail address: Barbara.gorman@tc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

7.7.2 Technical Authority (To be entered at Contract Award)

The Technical Authority for the Contract is:

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however, the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

Name :
 Title :
 Organization :
 Address :
 Telephone :
 Facsimile :
 E-mail address :

7.7.3 Contractor's Representative Note to Bidders: (To be entered at Contract Award)

The Contractor's Representative, Contracting Authority, Technical Authority and contact information will be identified at the time of contract award.

7.8 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental web sites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.



7.9 PAYMENT

a. Basis of Payment

- i. **Professional Services provided under a Task Authorization with a Maximum Price:**
For professional services requested by Canada in accordance with a validly issued Task Authorization, Canada will pay the Contractor, in arrears, up to the Maximum Price, for actual time worked and any resulting deliverables in accordance with the firm all-inclusive per diem rates set out in Annex B, Basis of Payment, Applicable Taxes extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.

Estimated Cost: [\$ _____] (To be entered at Contract Award)

ii. Pre-Authorized Travel and Living Expenses:

- A. For the requirements to travel described in the Statement of Work the Contractor will be reimbursed its pre-authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the [National Joint Council Travel Directive](#) and with the other provisions of the directive referring to “travelers”, rather than those referring to “employees”. All travel must have the prior authorization of the Technical Authority. Travel requests will only be considered for a work location which is located more than 100 kilometers from The national Capital Region (NCR).
- B. The Contractor will be paid for actual time spent travelling in accordance with the firm per diem rate set out in Annex B which per diem is based on a 7.5-hour workday
- C. The authorized travel and living expenses will be paid upon submission of an itemized statement supported by receipt vouchers.
- D. Canada will not accept any travel and living expenses for any travel required between the Contractor’s place of business and the NCR or any relocation of resources required to satisfy the terms of the Contract.

All payments are subject to government audit.

Travel Status Time: The Contractor will be able to charge for time spent travelling to and from specific pre-authorized work assignments (not commuting) that are more than 100 kilometers from the individual’s work location in accordance with the firm per diem rate set out in Annex A which is based on a 7.5-hour workday.

Time for travel which is more or less than a day shall be prorated to reflect actual time for travel in accordance with the following formula:

$$\frac{\text{Hours of travel} \times 50\% \text{ of firm all-inclusive per diem rate}}{7.5 \text{ hours}}$$

Estimated Cost: [\$20,000.00]

iii. Applicable Taxes:

Estimated Cost: [\$ _____] (To be entered at Contract Award)



- iv. **Competitive Award:** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.
- v. **Professional Services Rates:** In Canada's experience, bidders from time to time propose rates at the time of bidding for one or more Resource Categories that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract. If the Contractor does not respond or refuses to provide an individual with the qualifications described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Contract as a whole, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Policy (or equivalent) then in effect, which may include an assessment that results in conditions applied against the Contractor to be fulfilled before doing further business with Canada, or full debarment of the Contractor from bidding on future requirements.
- vi. **Purpose of Estimates:** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase services in these amounts. Any commitment to purchase specific amounts or values of services are described elsewhere in the Contract.

b. Limitation of Expenditure – Cumulative Total of all Task Authorizations

- i. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum set out on page one of the Contract. Customs duties are included and applicable taxes are extra.
- ii. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
- iii. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - A. when it is 75 percent committed, or
 - B. four (4) months before the contract expiry date, or
 - C. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
- iv. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability

c. Method of Payment for Task Authorizations with a Maximum Price: For each Task Authorization validly issued under the Contract that contains a maximum price:

- i. Canada will pay the Contractor no more frequently than once a month in accordance with the Basis of Payment. The Contractor must submit time sheets for each resource showing the days and hours worked to support the charges claimed in the invoice.
- ii. Once Canada has paid the maximum TA price, Canada will not be required to make any further payment, but the Contractor must complete all the work described in the TA, all of which is required to be performed for the maximum TA price. If the work described in the TA is completed in less time than anticipated, and the actual time worked (as supported by the time sheets) at the rates set out in the Contract is less than the maximum TA price, Canada is only required to pay for the time spent performing the work related to that TA.



d. Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contract must repay any overpayment, at Canada's request.

e. No Responsibility to Pay for Work not performed due to Closure of Government Offices

- i. Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- ii. If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

7.10 INVOICING INSTRUCTIONS

- a. The Contractor must submit invoices in accordance with the information required in the General Conditions.
- b. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision, and must show all applicable Task Authorization numbers.
- c. By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- d. The Contractor must provide the original and one copy of each invoice to the Technical Authority. On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.

7.11 CERTIFICATIONS

- a. Compliance with the certifications provided by the Contractor in its bid or any TA quotation is a condition of the Contract and subject to verification by Canada during the entire Contract Period. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor is untrue, whether made knowingly or unknowingly, Canada has the right, under the default provision of the Contract, to terminate the Contract for default.

7.12 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - DEFAULT BY CONTRACTOR

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?ga=1.202131537.154425323.1406223033)" list (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?ga=1.202131537.154425323.1406223033). The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.



7.13 APPLICABLE LAWS

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province Ontario.

7.14 PRIORITY OF DOCUMENTS

If there is a discrepancy between the wording of any documents that appear on the following list, the wording of the document that first appears on the list has priority over the wording of any document that appears later on the list:

- a. these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- b. Supplemental General Conditions, in the following order:
 - i. 4007 (2010-08-16), Supplemental General Conditions – Contractor to Own Intellectual Property Rights in Foreground Information;
 - ii. 4008 (2008-12-12), Supplemental General Conditions – Personal Information; apply to form part of the contract.
- c. General Conditions 2035 (2020-05-28);
- d. Annex A, Statement of Work- Annex A including its Appendices as follows:
 - i. Appendix A to Annex A - Tasking Assessment Procedure;
 - ii. Appendix B to Annex A - Task Authorization (TA) Form;
 - iii. Appendix C to Annex A - Resource Assessment Criteria and Response Table;
 - iv. Appendix D to Annex A - Certifications at the TA stage
- e. Annex B, Basis of Payment;
- f. Annex C, Security Requirements Check List;
- g. the signed Task Authorizations including any required Certifications; and
- h. the Contractor's bid dated [] (**To Be entered at Contract Award**).

7.15 FOREIGN NATIONALS (CANADIAN CONTRACTOR)

SACC Manual clause A2000C (2016-06-16) Foreign Nationals (Canadian Contractor)

Note to Bidders: *Either this clause or the one that follows, whichever applies (based on whether the successful bidder is a Canadian Contractor or Foreign Contractor), will be included in any resulting contract.*

7.16 FOREIGN NATIONALS (FOREIGN CONTRACTOR)

SACC Manual clause A2001C (2016-06-16) Foreign Nationals (Foreign Contractor)



7.17 INSURANCE REQUIREMENTS

A. Compliance with Insurance Requirements

1. The Contractor must comply with the insurance requirements specified in this Article. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.
2. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.
3. The Contractor should forward to the Contracting Authority within ten (10) days after the date of award of the Contract a Certificate of Insurance evidencing the insurance coverage. Coverage must be placed with an Insurer licensed to carry out business in Canada and the Certificate of Insurance must confirm that the insurance policy complying with the requirements is in force. If the Certificate of Insurance has not been completed and submitted as requested, the Contracting Authority will so inform the Contractor and provide the Contractor with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within the time period will constitute a default under the General Conditions. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

B. Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insured: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.



- f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- g. Employees and, if applicable, Volunteers must be included as Additional Insured.
- h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Advertising Injury: While not limited to, the endorsement must include coverage for piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.

C. Errors and Omissions Liability Insurance

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
2. If the Professional Liability insurance is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The following endorsement must be included:

Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

7.18 Supplemental General Conditions

- i. A7035T (2007-05-25), List of Proposed Subcontractors;
- ii. A9068C (2010-01-11), Government Site Regulations

7.19 LIMITATION OF LIABILITY – INFORMATION MANAGEMENT/INFORMATION TECHNOLOGY

- a. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of



whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.

b. First Party Liability:

- i. The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to :
 - A. any infringement of intellectual property rights to the extent the Contractor breaches the section of the general conditions entitled "Intellectual Property Infringement and Royalties";
 - B. physical injury, including death.
- ii. The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.
- iii. Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
- iv. The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i.A) above.
- v. The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including :
 - A. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
 - B. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of [.75] times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.00.

In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined above) for the Contract or \$1,000,000.00, whichever is more.

- vi. If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent backup kept by Canada. Canada is responsible for maintaining an adequate backup of its records and data.

c. Third Party Claims:

- i. Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the



third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.

- ii. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- iii. The Parties are only liable to one another for damages to third parties to the extent described in this paragraph c.

7.20 JOINT VENTURE

- a. The Contractor confirms that the name of the joint venture is _____ and that it is comprised of the following members: *[list all the joint venture members named in the Contractor's original bid]*.
- b. With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:
 - i. _____ has been appointed as the "representative member" of the joint venture Contractor and has fully authority to act as agent for each member regarding all matters relating to the Contract;
 - ii. by giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor; and
 - iii. all payments made by Canada to the representative member will act as a release by all the members.
- c. All the members agree that Canada may terminate the Contract in its discretion if there is a dispute among the members that, in Canada's opinion, affects the performance of the Work in any way.
- d. All the members are jointly and severally or solitarily liable for the performance of the entire Contract.
- e. The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.
- f. The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

Note to Bidders: *This Article will be deleted if the bidder awarded the contract is not a joint venture. If the contractor is a joint venture, this clause will be completed with information provided in its bid.*

7.21 PROFESSIONAL SERVICES – GENERAL

- a. The Contractor must provide professional services on request as specified in this contract. All resources provided by the Contractor must meet the qualifications described in the Contract (including those relating to previous experience, professional designation, education, and language proficiency and security clearance) and must be competent to provide the required services by any delivery dates described in the Contract.
- b. If the Contractor fails to deliver any deliverable (excluding delivery of a specific individual) or complete any task described in the Contract on time, in addition to any other rights or remedies



available to Canada under the Contract or the law, Canada may notify the Contractor of the deficiency, in which case the Contractor must submit a written plan to the Technical Authority within ten working days detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.

- c. In General Conditions 2035, the Section titled "Replacement of Specific Individuals" is deleted and the following applies instead:

Replacement of Specific Individuals

1. If the Contractor is unable to provide the services of any specific individual identified in the Contract to perform the services, the Contractor must within five working days of the individual's departure or failure to commence Work (or, if Canada has requested the replacement, within ten working days of Canada's notice of the requirement for a replacement) provide to the Contracting Authority:
 - a. the name, qualifications and experience of a proposed replacement immediately available for Work; and
 - b. security information on the proposed replacement as specified by Canada, if applicable.

The replacement must have qualifications and experience that meet or exceed those obtained for the original resource.
2. Subject to an Excusable Delay, where Canada becomes aware that a specific individual identified under the Contract to provide services has not been provided or is not performing, the Contracting Authority may elect to:
 - a. exercise Canada's rights or remedies under the Contract or at law, including terminating the Contract for default under Section titled "Default of the Contractor", or
 - b. assess the information provided under (c) (1) above or, if it has not yet been provided, require the Contractor propose a replacement to be rated by the Technical Authority. The replacement must have qualifications and experience that meet or exceed those obtained for the original resource and be acceptable to Canada. Upon assessment of the replacement, Canada may accept the replacement, exercise the rights in (2) (a) above, or require another replacement in accordance with this sub article (c).

Where an Excusable Delay applies, Canada may require (c) (2) (b) above instead of terminating under the "Excusable Delay" Section. An Excusable Delay does not include resource unavailability due to allocation of the resource to another Contract or project (including those for the Crown) being performed by the Contractor or any of its affiliates.

3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a resource stop performing the Work. In such a case, the Contractor must immediately comply with the order. The fact that the Contracting Authority does not order that a resource stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.
4. The obligations in this article apply despite any changes that Canada may have made to the Client's operating environment.

7.22 SAFEGUARDING ELECTRONIC MEDIA



- a. Before using them on Canada's equipment or sending them to Canada, the Contractor must use a regularly updated product to scan electronically all electronic media used to perform the Work for computer viruses and other coding intended to cause malfunctions. The Contractor must notify Canada if any electronic media used for the Work are found to contain computer viruses or other coding intended to cause malfunctions.
- b. If magnetically recorded information or documentation is damaged or lost while in the Contractor's care or at any time before it is delivered to Canada in accordance with the Contract, including accidental erasure, the Contractor must immediately replace it at its own expense.

7.23 REPRESENTATIONS AND WARRANTIES

The Contractor made statements regarding its own and its proposed resources experience and expertise in its bid that resulted in the award of the Contract and issuance of TA's. The Contractor represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in awarding the Contract and adding work to it through TA's. The Contractor also represents and warrants that it has, and all its resources and subcontractors that perform the Work have, and at all times during the Contract Period they will have, the skills, qualifications, expertise and experience necessary to perform and manage the Work in accordance with the Contract, and that the Contractor (and any resources or subcontractors it uses) has previously performed similar services for other customers.

7.24 ACCESS TO CANADA'S PROPERTY AND FACILITIES

Canada's property, facilities, equipment, documentation, and personnel are not automatically available to the Contractor. If the Contractor would like access to any of these, it is responsible for making a request to the Technical Authority. Unless expressly stated in the Contract, Canada has no obligation to provide any of these to the Contractor. If Canada chooses, in its discretion, to make its property, facilities, equipment, documentation or personnel available to the Contractor to perform the Work, Canada may require an adjustment to the Basis of Payment and additional security requirements may apply.

7.25 GOVERNMENT PROPERTY

Canada agrees to supply the Contractor with the items listed below (the "**Government Property**"). The section of the General Conditions entitled "Government Property" also applies to the use of the Government Property by the Contractor.

Once government employees return to the work place within the NCR only and for those resources that may not have an office space will be provided:

- Computer or Tablet;
- Dual monitors;
- Docking station;
- Keyboard; and
- Mouse

7.26 IDENTIFICATION PROTOCOL RESPONSIBILITIES

The Contractor will be responsible for ensuring that each of its agents, representatives or subcontractors (hereinafter referred to as Contractor Representatives) complies with the following self-identification requirements:



- a. Contractor Representatives who attend a Government of Canada meeting (whether internal or external to Canada's offices) must identify themselves as a Contractor Representative prior to the commencement of the meeting, to ensure that each meeting participant is aware of the fact that the individual is not an employee of the Government of Canada;
- b. During the performance of any Work at a Government of Canada site, each Contractor Representative must be clearly identified at all times as being a Contractor Representative; and
- c. If a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under "Properties." This identification protocol must also be used in all other correspondence, communication, and documentation.
- d. If Canada determines that the Contractor is in breach of any obligation stated in this Article, upon written notice from Canada the Contractor must submit a written action plan describing corrective measures it will implement to eliminate the recurrence of the problem. The Contractor will have five working days to deliver the action plan to the Client and the Contracting Authority, and twenty working days to rectify the underlying problem.
- e. In addition to any other rights it has under the Contract, Canada may terminate the Contract for default if the corrective measures required of the Contractor described above are not met.



ANNEX A STATEMENT OF WORK

TASK-BASED INFORMATICS PROFESSIONAL SERVICES (TBIPS) FOR STREAM 4: BUSINESS SERVICES – B.7 BUSINESS TRANSFORMATION ARCHITECT – LEVEL 2 AND LEVEL 3 FOR TRANSPORT CANADA

1. TITLE

Informatics Professional Services: Stream 4: Business Services – B.7 Business Transformation Architect, Level 2 and Level 3

2. BACKGROUND

2.1 Transport Canada (TC) is a department of the Government of Canada that serves public interest through the promotion of a safe, secure, efficient, and environmentally responsible transportation system in Canada that is Agile, Trusted, and Smart. TC plays a key leadership role in ensuring that all parts of the transportation system (air, rail, marine, and road travel) across Canada work together effectively by collaborating with various groups including Indigenous people, industry, provincial and territorial governments and international partners. TC is responsible for developing and overseeing the Government of Canada's transportation policies and programs so that Canadians can have access to a transportation system that is safe, secure, green, innovative, and efficient. TC strives to meet these objectives by proposing and updating policies, laws and regulations; conducting inspections, enforcement activities and surveillance of the transportation industry's equipment, operations and facilities; and providing funding to organizations for projects that strengthen the transportation network, including safety improvement projects, technological innovations and green transportation initiatives.

Transport Canada's Digital Services Transformation Office (DSTO), comprised of a Transformation and Results Directorate (TRD), Digital Services Delivery (DSD) Directorate and Service Innovation Directorate, is facilitating a major service improvement agenda involving redesign of programs and services spanning all modes and business lines. This Directorate is composed of two organizational units: the Service Management Office, and the Service Innovation Center of Excellence.

The Service Innovation Directorate, is essentially responsible for the administration on behalf of the department of the information that section 4.2 Client-Centric Service Design and Delivery of the [TBS Policy on Service and Digital](#). The Service Management Office supports the Deputy Minister, and the Service Management Governance in the administration of the following:

- Managing the Department's service inventory and annual updates;
- Ensuring services have comprehensive and transparent client-centric standards, related targets, and performance information, for all service delivery channels in use, and this information is available on the department's web presence;
- Enabling better harmonization of services and service data across the entire organization; and
- Enabling the further digitizing of meaningful TC services.



To support TC teams and staff in the review, redesign and improvement of their respective services to ensure they meet the needs of users and the programs, the Service Innovation Directorate has formed a Service Innovation Centre of Excellence (SI-COE). The SI-COE supports TC Service Providers in the delivery of tools, resources advice and practice with respect to development and delivery of client-centric service by design, including access, inclusion, accessibility, security, privacy, and simplicity through a Service Innovation Approach, which facilitates and supports Service Providers in:

- Defining a Transport Canada client or user journey that is consistent, efficient, and effective through all touch points and channels for, regardless of organizational constructs
- Defining how to deliver on service standards and service expectations and in accordance with associated fees or fee modernization initiatives
- Reviewing or continuously improving their service, with a focus on the users and digital first approach.

As DSTO teams, including the Service Innovation Directorate, and service providers undertake continuous improvement or a formal review of their services, it will be important for them to be able to draw on a TBIPS contract to supplement their skills in service design, and which is complimentary to Omnibus contracts already in place at TC. The existing OMINBUS contracts provides TC with an access to individuals with UX product related skills, while this contract will provide access to individuals with service design skills.

2.2 **Objective**

The purpose of this requirement is to equip Transport Canada Service Providers, the Service Innovation Directorate and DSTO teams with the capacity and skills in Service Design to deliver better services to clients using technology and design, and to facilitate sharing of knowledge and best practices. The proposed Resources from this contract will be used to supplement the skills of the team of the Service Provider or the Service Innovation Directorate or DSTO either in an individual capacity, or as part of a team of contracted Service Designers.

The additional capacity may be used to accomplish a range of work from problem exploration and targeted design sprints (ex. Design jams, Design sprints, Open Space) to major end to end service improvement projects or services reviews or redesign initiatives.

The individuals are expected to contribute knowledge to the Service Innovation Center of Excellence by sharing knowledge on design and by breaking down organizational silos.

3. **SCOPE**

The Contractor must provide informatics professional services to TC on an "as and when requested" basis as initiated through Task Authorizations (TAs). TAs may be issued for the Resource category identified in the table shown below:

3.1 **Resource Category**

Resource Category	Level
B.7 Business Transformation Architect	3
B.7 Business Transformation Architect	2



3.2 Tasks and Deliverables

Tasks may include but are not limited to:

- a) Providing expert advice, leadership, and guidance in the design of services and service activities;
- b) Providing recommendations to Service Owners on action plans to gaps identified in the Management Accountability Framework (MAF);
- c) Reviewing the user archetypes and personas of a service activity by examining the actions and evidences they interact with to understand how we can improve efficiency, effectiveness and satisfaction of the activity;
- d) Reviewing the front stage, backstage, and supporting actors and evidences of a service activity to identify areas and factors where efficiency, effectiveness and satisfaction can be improved to enhance the overall client experience (CX) and employee experience (EX) of the activity;
- e) Conducting user research through desk research, self-ethnography approaches, participant approaches (e.g. observations, interviews, focus groups), and non-participant approaches (e.g. stealth observation, unmoderated user testing);
- f) Creating service design related products like (but not limited to) personas, journey maps, service blueprints, and system maps (e.g. stakeholder maps, value network maps, ecosystem maps);
- g) Conducting contextual action and task analysis on service activities and mapping these contextual actions to generic actions;
- h) Recommending how to make better use of the people, processes, products and partnerships related to the service to improve the client experience (CX) and the employee experience (EX);
- i) Understanding and identifying metrics that can be used to assess the quality in terms of efficiency, effectiveness, and satisfaction of the client experience (CX) and employee experience (EX) of the actions and evidences of a service activity;
- j) Providing regular input into the TC Service Ecosystem to capture data and insights;
- k) Liaising with UX design, UI design, and development teams to push down relevant insights on service activities, user archetypes, employees archetypes, actions, and evidences to support the development of solutions;
- l) Liaising with UX design, UI design, and development teams to learn about contextual insights related to service activities, user archetypes, employees archetypes, actions, and evidences, generalizing these insights, and capturing them in the TC Service Ecosystem. Leading the facilitation of design workshops and developing materials and approaches to build engagement with the Service Owners, employees, and users;
- m) Creating contextual prototypes for service improvements;
- n) Communicating the needs of users using agile, iterative, and user-centered methods;
- o) Contributing to the Design Community of Practice; and
- p) Coaching, mentoring and training TC personnel to perform any of the above tasks.

Deliverables may include but not limited to:

1. Service vision or strategy (e.g. Channel Strategy, SWOT, Lean Business Model, Customer Lifecycle Maps, Value Stream Maps);
2. Service Design strategies and plans;
3. Objectives, benefits, key results or other factors that define the success of a service or service activities that include metrics that quantify success in terms of the effectiveness, efficiency, and



satisfaction to enhance the overall client experience (CX) and employee (EX) of the service or service activities;

4. Research strategies and plans;
5. Research artifacts or visualization (e.g. Personas, Journey Maps, Service Blueprints, System Maps, Jobs to be Done, User Stories, Story Boards);
6. Reports detailing the synthesis and analysis of research activities;
7. Ideation artifacts or visualizations (e.g. Affinity Maps, Clustering, Sorting, and Refining Ideas, Decision Matrices);
8. Reports detailing the synthesis and analysis of ideation activities;
9. Contextual service prototypes (e.g. Simulations, Investigative Rehearsals, Pilots, Service Safaris, Story Boards, interactive prototypes, Service Staging, Future State Journey Maps, Future State Service Blueprints);
10. Reports detailing the synthesis and analysis of prototyping activities;
11. Service Design Deliverables (SWOT, Service Safaris, Client Journeys, Process Diagrams, Service Blueprints, Channel Strategy, Story Boards, Service Staging, Process Map, Organizational Structure, Jobs to be Done);
12. Artifacts resulting from design workshop facilitation;
13. Reports or presentations on recommended improvements of services and service activities focused on improving effectiveness, efficiency, and satisfaction to enhance the overall client experience (CX) and employee experience (EX); and
14. Presentations on Lessons Learned and Artefacts/Plays to improve the maturity of design within the community of practice of Transport Canada.

4. REQUIREMENTS

4.1 The Contractor must:

- i. Supply support services Resources on an “as and when requested” basis in the Resource categories described in the Statement of Work (SOW);
- ii. Provide one (1) Contractor’s Representative throughout the duration of the Contract to work with the Technical Authority on the performance and financial elements of the Contract;
- iii. Ensure that the Resources:
 - a. have the security clearance specified in the TA and is responsible for maintaining clearance level for the duration of the period of the TA;
 - b. support operation working hours as specified in the TA; and
- iv. Attend, as a minimum, quarterly meetings with the Technical Authority to review the financial and performance elements of the Contract based on the monthly financial report, monthly status report identified in Article 4.2 herein, and other issues as deemed necessary by either party;
- v. Ensure that all Deliverables submitted are in conformity with the instructions issued by the Technical Authority as specified in the TA. The scope of work attached to each TA will identify the particular deliverable(s), tasks, and other relevant areas of consideration that are required to be implemented by the Contractor in the provision of Services;
- vi. Provide all required documents in an electronic copy in a format compatible with the TC software suite in effect at deliverable time (unless specified otherwise by the Technical Authority);



4.2 Reporting Requirements

The Contractor must submit monthly written progress reports along with the monthly invoices. On occasion, the Contractor may also be requested to produce additional progress reports. At a minimum, each progress report must document the following information:

- a. Activities performed in the period covered, including any aspects that may negatively impact the progression or completion of tasks;
- b. Status of any outstanding activities that may extend beyond identified timelines;
- c. Planned activities for the next period; and
- d. Description of any other concerns encountered which will require attention or escalation.

5. TRANSPORT CANADA TECHNOLOGY ENVIRONMENT

5.1 All work will be required as per Section 3.2 of the SOW under the deliverables and tasks to meet:

- a. The current TBS standards and guidelines related to the Policy on Service and Digital: <https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32603>
- b. The current TBS standards and policies related to the Policy on the Planning and Management of Investments: <https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32593§ion=html>
- c. Transport Canada's current Project Management Framework; and
- d. Any related Communications Security Establishment Canada (CSEC) Information Technology Standard Guidelines (ITSG).

Copies of these documents will be provided to the Contractor at the time of Contract Award.

5.2 TC is transforming the way it operates. TC is actively working on a digital roadmap and is looking for ways to disrupt our current practices and procedures. TC is currently investing in and will continue to make significant investments in the following:

- Human Centred Design & Service Design
- Agile (Enterprise Agility, Kanban, Scrum, Extreme programming (XP), Lean);
- Business Intelligence, Data Analytics, Data Science;
- Cloud Computing (Azure, Google, Amazon Web Services (AWS), IBM);
- Artificial Intelligence; and
- Blockchain.

6. OPERATIONAL WORKING HOURS

The Contractor's Resources will be expected to work 7.5 hours each day between those hours within the National Capital Region (NCR), unless otherwise agreed upon by the Contractor and Technical Authority. TC's core working hours are Monday to Friday, 06:00 to 18:00 Eastern Time. Flexibility within the core hours will be requested to support a national client base as well as team norms.



7. WORKING ENVIRONMENT

Unless an exception is granted by the Technical Authority, the Resource will be asked to work within a multi-disciplinary team using an Agile framework. The Resource will be expected to collaborate within this framework to plan work, and share knowledge and expertise to other team members.

8. LANGUAGE REQUIREMENTS

The Resources must be fluent in English. Resources must be able to communicate orally and in writing without any assistance and with minimal to no errors and be able to create technical documentation as well as presentations to a variety of Stakeholders on complex technical subjects.

9. CONSTRAINTS

9.1 Travel Requirements

Travel costs within the NCR will not be reimbursed. Travel and living costs outside the NCR must obtain pre-authorization to be reimbursable. Travel and living provisions must be specified on the respective task authorization.

9.2 Interdependencies

Interdependencies exist with other departments and countries who are not within the same time zone. Thus, work falling outside of the normal core hours in the NCR (**06:00 to 18:00** Eastern Time) may be required by the Resource/s. This time will be planned in advance by TC with as much notice as possible to the Resource/s and will be included in the Resource/s 7.5 hour day.

10. SUPPORT PROVIDED BY CANADA

10.1 The Contractor will be provided access to:

- a. Access to TC's facilities (when deemed appropriate based on public health and Government of Canada guidelines), Technical Authority, personnel, relevant documentation, and reference materials to which the Contractor would not otherwise have access;
- b. Access to an individual account on TC's supported version of MS Teams for the purpose of video conferencing, chat and collaboration;
- c. Access to accounts on cloud based, team collaboration tools when needed;
- d. Names and telephone numbers of required departmental/federal/provincial contacts;
- e. Comments and revisions on the Contractor's draft deliverable submissions within the timeframe specified in the resultant TA.

10.2 The Contractor must, at no cost to Canada, provide computer equipment with internet access that supports the use of MS Teams and any other cloud based collaboration tools such as but not limited to Google Docs and Miro.

10.3 WORK LOCATION

However, at this time, due to COVID-19 all work will be done remotely through MS Teams until further notice.



APPENDIX A TO ANNEX A

TASKING ASSESSMENT PROCEDURE

1. Where a requirement for a specific task is identified, a draft Task Authorization Form (TA Form) as attached at Appendix B to Annex A will be provided to the Contractor [in accordance with the allocation methodology stated in the Contract Article titled "Allocation of Task Authorizations".] Once a draft TA Form is received, the Contractor must submit to the Technical Authority a quotation of rates to supply the requested Resource Categories based on the information identified in the TA Form. The quotation must be signed and submitted to Canada within the time for response identified in the TA Form. The Contractor will be given a minimum of 5 day turnaround time to submit a quotation.
2. For each proposed resource the Contractor must supply a résumé, the requested security clearance information and must complete the Response Tables at Appendix C of Annex A applicable to the Resource Categories identified in the draft TA. The same individual must not be proposed for more than one Resource Category. The résumés must demonstrate that each proposed individual meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to the proposed resources:
 - (i) Proposed resources may be employees of the Contractor or employees of a subcontractor, or these individuals may be independent contractors to whom the Contractor would subcontract a portion of the Work.
 - (ii) For educational requirements for a particular degree, designation or certificate, Canada will only consider educational programmes that were successfully completed by the resource before the date the draft TA was first issued to the Contractor.
 - (iii) For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of draft TA issuance and must continue, where applicable, to be a member in good standing of the profession or membership throughout the assessment period and Contract Period. Where the designation or membership must be demonstrated through a certification, diploma or degree, such document must be current, valid and issued by the entity specified in this Contract or if the entity is not specified, the issuer must have been an accredited or otherwise recognized body, institution or entity at the time the document was issued.
 - (iv) For work experience, Canada will not consider experience gained as part of an educational programme, except for experience gained through a formal co-operative programme at a post-secondary institution.
 - (v) For any requirements that specify a particular time period (e.g., 2 years) of work experience, Canada will disregard any information about experience if the résumé does not include the relevant dates (month and year) for the experience claimed (i.e., the start date and end date). Canada will evaluate only the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.
 - (vi) A résumé must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. Only listing experience without providing any supporting data to describe responsibilities, duties and



relevance to the requirement, or reusing the same wording as the TA Form, will not be considered "demonstrated" for the purposes of the assessment. The Contractor should provide complete details as to where, when, month and year, and how, through which activities/responsibilities, the stated qualifications / experience were obtained. In situations in which a proposed resource worked at the same time on more than one project, the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience.

3. The qualifications and experience of the proposed resources will be assessed against the requirements set out in Appendix C to Annex A to determine each proposed resource's compliance with the mandatory and rated criteria. Canada may request proof of successful completion of formal training, as well as reference information. Canada may conduct reference checks to verify the accuracy of the information provided. If reference checks are done, they will be conducted in writing by e-mail (unless the contact at the reference is only available by telephone). Canada will not assess any points or consider a mandatory criterion met unless the response is received within 5 working days. On the third working day after sending out the e-mails, if Canada has not received a response, Canada will notify the Contractor by e-mail, to allow the Contractor to contact its reference directly to ensure that it responds to Canada within 5 working days. Wherever information provided by a reference differs from the information supplied by the Contractor, the information supplied by the reference will be the information assessed. Points will not be allocated or a mandatory criteria considered as met if the reference customer is not a customer of the Contractor itself (for example, the customer cannot be the customer of an affiliate of the Contractor). Nor will points be allocated or a mandatory criteria considered as met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Contractor. Crown references will be accepted.
4. During the assessment of the resources proposed, should the references for two or more resources required under that TA either be unavailable or fail to substantiate the required qualifications of the proposed resources to perform the required services, the Contracting Authority may find the quotation to be non-responsive.
5. Only quotations that meet all of the mandatory criteria will be considered for assessment of the point rated criteria. Each resource proposed must attain the required minimum score for the point rated criteria for the applicable Resource Category. If the minimum score for any proposed resource is less than what is required, the Contractor's quotation will be found to be non-responsive.
6. Once the quotation has been accepted by the Technical Authority, the TA Form will be signed by Canada and provided to the Contractor for signature. The TA Form must be appropriately signed by Canada prior to commencement of any work. The Contractor must not commence work until a validly issued TA Form (the Task Authorization) has been received, and any work performed in its absence is done at the Contractor's own risk.



APPENDIX B TO ANNEX A TASK AUTHORIZATION FORM

PART 1 [completed by the Technical/Project Authority] / **PARTIE 1** [complété par le Responsable technique / Chargé du projet]

A. General Information / Informations générales

Contract Number / Numéro du contrat :

Contractor Name / Nom du Contracteur :

Task Authorization (TA) No. / No de l'autorisation de tâches (AT):	Financial Coding / Code financier:	Date of Issuance / Date d'émission:	Response Required by / Réponse requise par:	Commitment Number :

B. For Amendments Only / Aux fins de modification seulement

Amendment No. / No de la modification :

Reason for the Amendment / Raison pour la modification :

C. TA Requirements / Exigences relatives à l'AT

Required Resource(s) / Ressource(s) requise(s)

Category / Catégorie	Level / Niveau	Estimated Level of Effort (days) / Niveau d'effort estimatif (jours)	Linguistic Profile / Profile linguistique	Required Level(s) of Security / Niveau(x) de sécurité requis
			English / Anglais ▾	Reliability / Fiabilité ▾

Statement of Work (tasks, deliverables, reports, etc.) / Énoncé des travaux (tâches, livrables, rapports, etc.)



TASK AUTHORIZATION FORM FORMULAIRE D'AUTORISATION DE TÂCHES

Period of Services / Période de service :	
Initial Start Date / Date de début initiale :	Initial End Date / Date de fin initiale :
Extended End Date (See Reason for the Amendment/Date de fin prolongée (voir Raison pour la modification)) :	

Travel Requirement(s) / Exigence(s) de voyage :
Work Location(s) / Lieu(x) de travail :

PART 2 (completed by the Contractor and/or the Technical/Project Authority) / PARTIE 2 (complété par le Contracteur et/ou le Responsable technique/Chargé du projet)

B. Estimated Cost / Coût estimatif				
Category / Catégorie	Level / Niveau	Per Diem Rate / Taux journalier	Estimated Level of Effort (days) / Niveau d'effort estimatif (jours)	Total Cost / Coût estimatif
				\$0.00
Amendment 001 / Amendement 001				
				\$0.00
Amendment 002 / Amendement 002				
				\$0.00
Amendment 003 / Amendement 003				
				\$0.00
Amendment 004 / Amendement 004				
				\$0.00
Estimated Cost / Coût estimatif				\$0.00
Total Estimated Travel and Living Cost / Coût total estimatif de voyage et de vie				
Tax % applied / % de taxes appliquées	13.000%	Applicable Taxes / Taxes applicables		\$0.00
Total Estimated Cost / Coût total estimatif				\$0.00



TASK AUTHORIZATION FORM FORMULAIRE D'AUTORISATION DE TÂCHES

PART 3 – TA APPROVAL BY CANADA / PARTIE 3 – APPROBATION DE L'AT PAR LE CANADA

The Technical Authority (or delegated representative) is responsible for all matters concerning the technical content of the Work under this TA. Any proposed changes to the scope of the Work are to be discussed with the Technical Authority, but any resulting change is only effective and enforceable if a written TA amendment is issued by the Technical Authority or the PSPC Contracting Authority. Le responsable technique (ou son représentant) est responsable de toutes les questions concernant le contenu technique des travaux effectués dans le cadre de la présente AT. Toute modification proposée à la portée des travaux doit être discutée avec l'autorité technique. Toutefois, toute modification qui en résulte n'est effective et exécutoire que si une modification d'AT écrite est émise par le responsable technique ou l'autorité contractante de SPAC.

Signature

REMARK

Name of TC Contracting Officer

REMARK

Signature

Date

PART 4 – CONTRACTOR SIGNATURE / PARTIE 4 – SIGNATURE DU CONTRACTEUR

Name and Title of individual authorized to sign on behalf of the Contractor /
Nom et titre de la personne autorisée à signer au nom de l'entrepreneur

REMARK

Signature

Date



TASK AUTHORIZATION FORM FORMULAIRE D'AUTORISATION DE TÂCHES

PART 5 – RESOURCE / PARTIE 5 – RESSOURCE

A. Contractor Resource(s) / Ressource(s) du Contracteur

Note : If resource is replaced, the original TA is valid / Si la ressource est remplacée, la TA d'origine est valide

Name / Nom	Start Date / Date de début	End Date / Date de fin	PSPC Security File No. / No du dossier de sécurité SPAC	Attachments / Pièces jointes
				<input type="checkbox"/> Signed Evaluation Grid <input type="checkbox"/> Security Approved

Replacement Resource / Ressource de remplacement	Start Date / Date de début	End Date / Date de fin	PSPC Security File No. / No du dossier de sécurité SPAC	Attachments / Pièces jointes
				<input type="checkbox"/> Signed Evaluation Grid <input type="checkbox"/> Security File
				<input type="checkbox"/> Signed Evaluation Grid <input type="checkbox"/> Security File
				<input type="checkbox"/> Signed Evaluation Grid <input type="checkbox"/> Security File



**APPENDIX C TO ANNEX A
RESOURCES ASSESSMENT CRITERIA AND RESPONSE TABLE**

To facilitate resource assessment, Contractors must prepare and submit a response to a draft Task Authorization using the tables provided in this Annex. When completing the resource grids, the specific information which demonstrates the requested criteria and reference to the page number of the résumé should be incorporated so that Canada can verify this information. The tables should not contain all the project information from the resume. Only the specific answer should be provided.

1.0 Mandatory Resource Assessment Criteria:

B. 7 Business Transformation Architect, Resource - 3 Service Design

#	Mandatory Technical Criteria	Met / Not Met	Contractor's Response (Cross Reference to Résumé)
MTC1	<p>The Contractor must clearly demonstrate that the proposed Level 3 Business Transformation Architect has the following:</p> <p>1) Using projects, that the proposed Resource has a minimum of ten years of experience within the past twelve years in Service Design as a Level 3 resource in any Category within Stream 1: Applications Services or Stream 4: Business Services.</p> <p>Or</p> <p>2) Using projects, that the proposed Resource has a minimum of five years of experience within the past twelve years in Service Design as a Level 3 resource in any Category within Stream 1: Applications Services or Stream 4: Business Services with recognized professional certification.</p> <p>The Project must demonstrate that the Resource provided fifty percent (50%) or more of tasks identified in the Task Authorization Statement of Work.</p> <p>The following information must be provided to be considered:</p> <ul style="list-style-type: none"> • Organization Name; • Project Name; • Role on Project; • Duration; and • Valid Reference and Contact information. 		



2.0 Mandatory Resource Assessment Criteria:

B. 7 Business Transformation Architect, Resource - 2 Service Design

MTC #	Mandatory Technical Criteria	Met/ Not Met	Contractor's Response (Cross Reference to Résumé)
MTC2	<p>The Contractor must clearly demonstrate that the proposed Level 2 Business Transformation Architect has the following:</p> <p>1) Using projects, that the proposed Resource has a minimum of five years of experience within the past seven years in Service Design as a Level 2 resource in any Category within Stream 1: Applications Services or Stream 4: Business Services.</p> <p>The Project must demonstrate that the Resource provided fifty percent (50%) or more of tasks identified in the Task Authorization Statement of Work.</p> <p>The following information must be provided to be considered:</p> <ul style="list-style-type: none"> • Organization Name; • Project Name; • Role on Project; • Duration; and • Valid Reference and Contact information. 		

INTERVIEW OF PROPOSED RESOURCE

1. Canada may elect to virtually interview proposed Resources.
 - 1.1 Interviews scheduled by Canada and communicated to the Vendor no less than three (3) working days prior to the scheduled interview. Interviews will be scheduled between 9:00 a.m. and 3:00 p.m. Whether or not to schedule any interviews outside of the period identified will be within the sole discretion of Canada.
 - 1.2 If an interview of the proposed Resource is deemed required by Canada, the Vendor will be contacted by Canada at least three business days prior to the assigned interview date and time slot for the proposed Resource.
 - 1.3 Vendors must confirm receipt and acceptance of the date and time to the Contracting Authority within two (2) working days. Any Vendor who fails to provide confirmation within the specified timeframe will be deemed to have waived the opportunity complete this evaluation activity and will be declared non-compliant.



- 1.4 Each scheduled interview will last no longer than 40 minutes in duration.
- 1.5 The interview will be conducted in the preferred official language of the proposed Resource.
- 1.6 The Vendor will be permitted to have one (1) representative present for the interview.
- 1.7 At least three (3) evaluators will be present for each presentation. The Contracting Authority and/or another representative from TC Contracting Services, will also be present during each presentation.
- 1.8 The interview will be conducted in accordance with the following process outlined below:
 - a) The proposed Resource will be required to provide answers to the following five (5) questions:

Question No.	Interview Question for Proposed Resource	Scoring
1	You are asked to assist a Service provider in base lining their service to meet the requirements of the Service Catalog on Policy on Service Digital. How do you approach this?	Yes= Pass No= Fail
2	Tell me about a time where you supported a Service Provider in meeting their Service standards or service level agreement. How did you do this?	Yes= Pass No= Fail
3	Tell me about a time where you taught others the importance of service design and transferred some of your knowledge. How did you do this?	Yes= Pass No= Fail
4	What is your proudest achievement related to Service Design based on Tasks similar to Annex A?	Yes= Pass No= Fail
	What is your biggest lesson learned related to Service Design based on Tasks similar to Annex A?	Yes= Pass No= Fail

b) Evaluators present at the interview will rate responses provided by the proposed Resource, in order to determine the proposed Respondent’s suitability to complete the Work identified in Annex A. Evaluators will aim to confirm the following for each provided response:

(1) The proposed Resource has solid capabilities and competences to conduct Service Design work that include (but is not limited to):

Responses are limited to the scope of: User Interface (UI) and/or IT Requirements and/or Application Development and/or Project Management

- Any other responses unrelated to Service Design
- Actions taken by the resource do not demonstrate: good judgement, problem-solving skills, efficiency/effectiveness and an understanding of key legislation, policies and directives

(2) Provided responses clearly demonstrated how the resource has worked with products, people and processes for the end to end of the service (channels and touch points)



- Actions taken by the resource demonstrated: good judgement, problem-solving skills, efficiency/effectiveness and an understanding of key legislation, policies and directives
- c) Evaluators will also be provided a copy of the curriculum vitae (CV) for the proposed Resources which may be considered by the evaluators when evaluating responses.
- d) For each question listed above in sub-section (a), evaluators will allocate a pass or fail mark based on consensus evaluations.

1.9 In order to successfully complete the evaluation process, the proposed Resource must be assessed by the evaluation team as:

- (i) scoring a pass mark for all five (5) questions listed in sub-section (a); and
- (ii) demonstrating in the responses during the interview that they have an ability to work with products.

Any proposed Resource that does not demonstrate these items to the evaluation team will be declared non-compliant.

2.0 Customer Reference Check

2.1 A Customer Reference Check may be conducted for the provided references.

2.2 The evaluation process is an optional evaluation phase in which Canada may elect to conduct a Customer Reference Check to complete the evaluation process.

2.3 Customer references must confirm the information provided by the Vendor regarding propose resource's projects and be able to respond to other relevant questions.

2.4 The Vendor is solely responsible for ensuring that it provides a contact person who is knowledgeable about the services the Vendor has provided to the customer reference organization and who is willing to act as a customer reference. Crown references will be accepted.

2.5 For each proposed Resource, the Vendor must provide two (2) client references presented in the format indicated in Attachment 3.1 – Customer Reference Form. Each client reference must meet the following requirements in order to be considered:

- i. The identified point of contacts (who provide the customer reference on behalf of the customer organization must have directly reviewed the work of the proposed Resource in a position equivalent to a manager (e.g. Deputy Director, Chief, Team Leader) or higher. Canada will not consider any provided customer references where the identified points of contact do not meet this requirement.
- ii. The client reference must include all requested information identified in Attachment 3.1. Canada will not consider any additional information provided by the Vendor.
- iii. The client reference for the proposed Resource cannot be for Work provided by the proposed Resource to the Vendor as a customer. Canada will not consider a reference if the customer organization identified in Attachment 3.1 is either:



- (i) Itself;
- (ii) an affiliate; or
- (iii) other entity that does not deal at arm's length with the Vendor.

2.6 The validation of customer references will be conducted in accordance with the following process outlined below

- a) Canada will select one of the two provided customer references, and will use that selected reference for the purposes of evaluation. This selection will be made on a random basis, such as by drawing numbers from a hat regarding which of references 1 or 2 will be contacted.
- b) Once selected, Canada will set aside the other customer reference entirely (i.e., if the Resource scores poorly or the contact for the selected customer reference organization does not respond, the Resource will receive that score, and Canada will not conduct a reference check for a different customer reference).
- c) Canada will conduct reference checks in writing by email (unless the contact person for the reference is only available by telephone). Canada will send all email reference check requests to contacts supplied by the Vendors on the same day using the email address(es) provided in the bid (in the case of any telephone reference checks, Canada will contact the reference as soon as possible after email reference checks have been sent, but it may not occur on the same day).
- d) The selected client references will be contacted to provide answers to the following five (5) questions:

Question No.	Question for Customer Reference	Scoring
1	Overall, were you satisfied with the quality of the work prepared for your review by the Resource?	Yes= Pass No= Fail
2	When problems were found in the Resource's work, was the Resource responsive and timely in resolving the issues? Consider the quality of the resolution in your response.	Yes= Pass No= Fail
3	Did the Resource take your comments and suggestions into consideration?	Yes= Pass No= Fail
4	Did the Resource demonstrate the ability to work independently with little guidance and/or monitoring?	Yes= Pass No= Fail



Question No.	Question for Customer Reference	Scoring
5	Can you confirm that the Resource provided knowledge transfer and/or trained your or your team to continue their duties after their departure?	Yes= Pass No= Fail

- e) Given the information that Canada seeks to confirm with a reference is mandatory, Canada will declare the propose resource non-compliant if the response from the contact person at the reference is not received within five (5) working days of the date that Canada’s email was sent (or within five (5) working days of leaving a voicemail message for a telephone reference).
- f) On the third working day after sending out the reference check request, if Canada has not received a response, Canada will notify the Vendor by email, to allow the Vendor to contact its reference directly to ensure that it responds to Canada within five (5) working days. If the individual named by a Vendor is unavailable when required during the evaluation period, the Vendor may provide the name and email address of an alternate contact person from the same customer organization, provided they meet the requirements identified in Section 3.5.4 of Attachment 4.1. Vendors will only be provided with this opportunity once, and only if the originally named individual is unavailable to respond (i.e. the Vendor will not be provided with an opportunity to submit the name of an alternate contact person if the original contact person indicates that he or she is unwilling or unable to respond). The five (5) working days will not be extended to provide additional time for the new contact to respond.
- g) Canada will not evaluate answers from two different customer reference contacts. Therefore if a reference is provided from both the primary and the back-up contacts respond to Canada, Canada will use the first set of answers received.
- h) Wherever information provided by a reference differs from the information supplied by the Vendor, the information supplied by the reference will be the information evaluated.
- i) A Resource will not meet the mandatory requirement if:
- j) The customer reference states he or she is unable or unwilling to provide the information requested; or

2.7 The Vendor may provide the questions to the customer reference contact person in advance.

2.8 In order for the resource to be deemed compliant the customer reference for the proposed Resource must provide a response that scores a pass mark for all five (5) questions listed in Section 2.6 (d) of Attachment 4.1. Any bid that has a customer reference that does not pass all five (5) questions each question will be declared non-compliant.



**APPENDIX D TO ANNEX A
CERTIFICATIONS AT THE TA STAGE**

The following Certifications are to be used, as applicable. If they apply, they must be signed and attached to the Contractor's quotation when it is submitted to Canada.

1. CERTIFICATION OF EDUCATION AND EXPERIENCE

The Contractor certifies that all the information provided in the résumés and supporting material proposed for completing the subject work, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Contractor to be true and accurate. Furthermore, the Contractor warrants that every individual proposed by the Contractor for the requirement is capable of performing the Work described in the Task Authorization.

Print name of authorized individual & sign above

Date

2. CERTIFICATION OF AVAILABILITY OF PERSONNEL

The Contractor certifies that, should it be authorized to provide services under this Task Authorization, the persons proposed in the quotation will be available to commence performance of the work within a reasonable time from the date of issuance of the valid Task Authorization, or within the time specified in the TA Form, and will remain available to perform the work in relation to the fulfillment of the requirement.

Print name of authorized individual & sign above

Date

3. CERTIFICATION OF STATUS OF PERSONNEL

If the Contractor has proposed any individual who is not an employee of the Contractor, the Contractor certifies that it has permission from that individual to propose his/her services in relation to the Work to be performed under this TA and to submit his/her résumé to Canada. At any time during the Contract Period the Contractor must, upon request from the Contracting Authority, provide the written confirmation, signed by the individual, of the permission that was given to the Contractor of his/her availability. Failure to comply with the request may result in a default under the Contract in accordance with the General Conditions.

Print name of authorized individual & sign above

Date

4. CERTIFICATION OF LANGUAGE - English

The Contractor certifies that the proposed resource(s) in response to this draft Task Authorization is/are fluent in English. The individual(s) proposed must be able to communicate orally and in writing in English without any assistance and with minimal errors.

Print name of authorized individual & sign above

Date



ANNEX B BASIS OF PAYMENT

TABLE A-1: INITIAL CONTRACT PERIOD:

Initial Contract Period - Date of Contract Award To 1 year later		
Resource Category	Level of Expertise	Firm Per Diem Rate
B.7 Business Transformation Architect (Service Design)	Level 3	\$ - To be determined at Contract Award
B.7 Business Transformation Architect (Service Design)	Level 2	\$ - To be determined at Contract Award

Table A-2: OPTION PERIOD 1:

Option Period 1 – For 1 Year Period		
Resource Category	Level of Expertise	Firm Per Diem Rate
B.7 Business Transformation Architect (Service Design)	Level 3	\$ - To be determined at Contract Award
B.7 Business Transformation Architect (Service Design)	Level 2	\$ - To be determined at Contract Award

Table A-3: OPTION PERIOD 2:

Option Period 2 – For 1 Year Period		
Resource Category	Level of Expertise	Firm Per Diem Rate
B.7 Business Transformation Architect (Service Design)	Level 3	\$ - To be determined at Contract Award
B.7 Business Transformation Architect (Service Design)	Level 2	\$ - To be determined at Contract Award



ANNEX C SECURITY REQUIREMENTS CHECK LIST

COMMON-PS-SRCL#19



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat T8080-200133-2
Security Classification / Classification de sécurité UNCLASSIFIED

**SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE			
1. Originating Government Department or Organization / Transport Canada Ministère ou organisme gouvernemental d'origine	2. Branch or Directorate / Direction générale ou Direction Service Innovation Directorate		
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant		
4. Brief Description of Work / Brève description du travail The purpose of this requirement is to equip Transport Canada Service Providers, the Service Innovation Directorate and DSTO teams with the capacity and skills in Service Design to deliver better services to clients using technology and design, and to facilitate sharing of knowledge and best practices. The intent is to award this contract to two suppliers for this requirement, a primary and a secondary.			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui			
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui			
6. Indicate the type of access required / Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c) <input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui			
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui			
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui			
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>	
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>	
Not releasable / À ne pas diffuser <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information			
PROTECTED A / PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	
CONFIDENTIAL / CONFIDENTIEL <input checked="" type="checkbox"/>	NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	
SECRET <input checked="" type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET <input type="checkbox"/>	
TOP SECRET <input type="checkbox"/>		TOP SECRET <input type="checkbox"/>	
TRÈS SECRET <input type="checkbox"/>		TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) <input type="checkbox"/>	
TRÈS SECRET (SIGINT) <input type="checkbox"/>		TRÈS SECRET (SIGINT) <input type="checkbox"/>	

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité UNCLASSIFIED
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COMMON-PS-SRCL#19



Contract Number / Numéro du contrat T8080-200133-2
Security Classification / Classification de sécurité UNCLASSIFIED

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- | | | | |
|---|---|--|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS
CÔTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL
CONFIDENTIEL | <input checked="" type="checkbox"/> SECRET
SECRET | <input type="checkbox"/> TOP SECRET
TRÈS SECRET |
| <input type="checkbox"/> TOP SECRET - SIGINT
TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL
NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET
NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET
COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS
ACCÈS AUX EMPLACEMENTS | | | |

Special comments:
Commentaires spéciaux : _____

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui

If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No / Non Yes / Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No / Non Yes / Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui



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Contract Number / Numéro du contrat

T8080-200133-2

Security Classification / Classification de sécurité

UNCLASSIFIED

PART C - (continued) / PARTIE C - (suite)

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTRICTIONNÉE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COMSEC TOP SECRET / COMSEC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / Renseignements / Biens																
Production																
IT Media / Support IT																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED? No / Non Yes / Oui
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED? No / Non Yes / Oui
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

(SRCL signature (page 4) to be inserted here in the resulting contract)



ATTACHMENT 2.1 BID SUBMISSION FORM

BID SUBMISSION FORM	
Bidder's full legal name	
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name
	Title
	Address
	Telephone #
	Fax #
	Email
Bidder's Procurement Business Number (PBN) [see the Standard Instructions 2003] [Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]	
Jurisdiction of Contract: Province or territory in Canada the Bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
Former Public Servants See the Article in Part 2 of the bid solicitation entitled Former Public Servant for a definition of "Former Public Servant".	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes ____ No ____ If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"
	Is the Bidder a FPS who received a lump sum payment under the terms of the Work Force Adjustment Directive? Yes ____ No ____ If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"
Security Clearance Level of Bidder	



<p>[include both the level and the date it was granted]</p> <p>[Note to Bidders: Please ensure that the security clearance matches the legal name of the Bidder. If it does not, the security clearance is not valid for the Bidder.]</p>		
<p>On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none">1. The Bidder considers itself and its proposed resources able to meet all the mandatory requirements described in the bid solicitation;2. This bid is valid for the period requested in the bid solicitation;3. All the information provided in the bid is complete, true and accurate; and4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.		
<p>Signature of Authorized Representative of Bidder</p>		



ATTACHMENT 3.1 - CUSTOMER REFERENCE FORM

CUSTOMER REFERENCE FORM			
Contract No. XXXXXXXXXXXX (To be inserted at Contract award)			
Contractor's Information			
Contractor's full legal name <i>In the case of a joint venture, please identify all members</i>			
Customer reference No.	Customer Reference # 1 <input type="checkbox"/> Customer Reference # 2 <input type="checkbox"/>		
Name of the proposed Resource who provided services to the customer organization			
Customer Organization Information			
Name of the customer organization to which services were provided by the proposed Resource			
Description of the customer organization's business			
Period of time the proposed Resource provided services to the customer organization <i>(mm/year to mm/year)</i>	From		To
Primary Reference - Contact Information			
Contact information for the primary customer reference.	Name		
	Title		
	Telephone No		
	Email Address		
Back-up Reference - Contact Information			
Contact information for the back-up customer reference.	Name		
	Title		
	Telephone No.		
	Email address		
Questions for the Customer Reference			
1. Overall, were you satisfied with the quality of the work prepared for your review by the Contractor?			
2. When problems were found in the Contractor's work, was the Contractor responsive and timely in resolving the issues? Consider the quality of the resolution in your response.			
3. Did the Contractor take your comments and suggestions into consideration?			
4. Did the Contractor demonstrate the ability to work independently with little guidance and/or monitoring?			
5. Can you confirm that the Contractor processed multiple access to information requests during the time period indicated?			



ATTACHMENT 4.1 BID EVALUATION CRITERIA

1. The evaluation criteria contained in this attachment will be used to evaluate bids during the solicitation.
2. The Bidder must not propose the same resource more than once in response to this solicitation.
3. The tables should not contain all the project information from the resume. Only the page number of the résumé should be incorporated so that the assessor can verify this information.

Part A: Corporate Mandatory Criteria

MTC #	Criteria	Bidder's Response (Reference to additional substantiating materials included in the Bid)
MTC1	<p>BIDDER'S PROJECT EXPERIENCE</p> <p>The Bidder must demonstrate its experience in providing, Stream 1: Applications Services and Stream 4: Business Services Resources – utilizing Level 3 and Level 2 resources by presenting at least one project (contract) whereas the services provided are in line with the Tasks and Deliverables AND Technologies identified in Annex A – Statement of Work. The project must be for services provided for a Government organization client.</p> <p>To be accepted, each contract must:</p> <ol style="list-style-type: none"> 1. have been with a single client; 2. have been awarded within the past five years prior to the solicitation closing date; 3. have an initial minimum value of \$1,000,000.00 (CAD) excluding applicable taxes; 4. have an initial minimum Contract Period of one year; and 5. have provided at least five resources from any of the Categories under Stream 1: Applications Services or Stream 4: Business Services, simultaneously or consecutively for a period of at least 12 consecutive months where at least three fifths of the resources were Level 3. <p>To demonstrate this experience, the Bidder must provide a brief description and a customer reference for the Informatics Professional Services contract. The description and reference must include the following information:</p> <ol style="list-style-type: none"> 1. A description of the project outcomes, tasks and deliverables; 2. The first and last name of the resource(s) and the total number of days billed per resource under the Contract; 3. A Contract serial number or other unique contract identifier; 4. The start date and expiry date of the Contract; 	



MTC #	Criteria	Bidder's Response (Reference to additional substantiating materials included in the Bid)
	<ol style="list-style-type: none"> 5. The Contract value, including GST/HST; 6. The number of Resources simultaneously or consecutively provided concurrently over 12 months where at least three fifths of the resources were Level 3; 7. The organization name; 8. The name, title, and either the telephone number or email address of the organization's contact responsible for the contract who can validate the information presented; and 9. The front page of each of the reference Contract. <p>It is the Bidder's responsibility to ensure that any information divulged is with the permission of the reference provided.</p>	
MTC2	The Bidder must provide one resume for a B.7 Business Transformation Architect Resource - Level 3.	
MTC3	The Bidder must provide one resume for a B.7 Business Transformation Architect Resource - Level 2.	



Part B: POINT RATED CORPORATE EXPERIENCE

RTC #	Rated Technical Criteria	Maximum Points	Points Allocation	Bidder's Response (Reference to Substantiating Materials included in Bid)
RTC1	<p>The Bidder should have experience providing IT Professional Service Resources to undertake work that is the same or similar* as the tasks identified in Annex A of this Bid Solicitation.</p> <p>1. Using one or more reference Contract(s) that have been completed or are ongoing in the last seven years as of bid closing date, the Bidder should demonstrate that it has experience simultaneously or consecutively providing three or more resources from either Stream 1: Applications Services or Stream 4: Business Services;</p> <p>2. Each Contract identified must:</p> <p>a) Have an Initial Contract Period of at least three months, not including amendments, where the Bidder provided Level 2 and Level 3 resources from Stream 1: Applications Services or Stream : Business Services - where at least two thirds of the resources were Level 3 across different Contracts as long as the services were provided simultaneously;</p> <p>b) The services provided by each Resource must have been the same or similar* to at least four of the tasks identified in Annex A Statement of Work of this Bid Solicitation;</p> <p>3. The Bidder should provide the following information for each Contract identified:</p> <p>a) The name of the organization;</p> <p>b) The Client's full name, title, email address, and telephone number;</p> <p>c) The Contract number or reference number;</p> <p>d) The Project name under which the services were provided (if applicable);</p> <p>e) The start and end dates for the Initial Contract;</p>	40	A total of five (5) points will assigned per three month period for a maximum of forty (40) points.	



RTC #	Rated Technical Criteria	Maximum Points	Points Allocation	Bidder's Response (Reference to Substantiating Materials included in Bid)
	<p>Period, not including amendments; f) The number of Resources provided; and g) The description of the services provided including specific timelines by the Resource to demonstrate compliance with the identified tasks.</p> <p>Note to Bidder: The reference Contract must have been contracted with the Bidder submitting a bid for this requirement. "Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a Contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.</p> <p>*Similar is defined as industry accepted service design methods and practices resulting in their associated artifacts.</p>			
RCT 2	<p>The Bidder should have experience in providing multiple Stream 1: Applications Services or Stream 4: Business Services - utilizing Level 3 and Level 2 resources within 5 business days for work of a temporary nature of three to six (3 to 6) months or less.</p> <p>1. Each Contract identified must:</p> <ul style="list-style-type: none"> a) Have been with a single client on a single contract on which Task Authorizations for the short term resource requests were issued; b) The submitted requests occurred within the last three (3) years as of the bid closing date. <p>2. The Bidder should provide the following information for each Contract identified:</p> <ul style="list-style-type: none"> a) The name of the client organization; 	20	A total of five (5) points will be allocated for each contract	



RTC #	Rated Technical Criteria	Maximum Points	Points Allocation	Bidder's Response (Reference to Substantiating Materials included in Bid)
	<p>b) The project name under which services were provided (if applicable); c) The client's full name; d) The client's title, email address and telephone number; e) The Contract number or reference number; f) The requested task authorization start and end date; g) The final task authorization start and end date; h) Total effort on the task authorization; and i) Task authorization description of tasks and deliverables.</p> <p>Note to Bidder: The reference Contract must have been contracted with the Bidder submitting a bid for this requirement. "Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a Contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.</p>			
Maximum Score				60
Minimum score required to be compliant (70%)				42



RESOURCES ASSESSMENT CRITERIA AND RESPONSE TABLE

B. 7 Business Transformation Architect (*Service Design*) Resource - Level 3

#	Mandatory Technical Criteria	Met / Not Met	Contractor's Response (Cross Reference to Résumé)
MTC4	<p>The Contractor must clearly demonstrate that the proposed Level 3 Business Transformation Architect has the following:</p> <p>1) Using projects, that the proposed Resource has a minimum of ten years of experience within the past twelve years in Service Design as a Level 3 resource in any Category within Stream 1: Applications Services or Stream 4: Business Services.</p> <p>Or</p> <p>2) Using projects, that the proposed Resource has a minimum of five years of experience within the past twelve years in Service Design as a Level 3 resource in any Category within Stream 1: Applications Services or Stream 4: Business Services with recognized professional certification.</p> <p>The Project must demonstrate that the Resource provided fifty percent (50%) or more of tasks identified in the Statement of Work.</p> <p>The following information must be provided to be considered:</p> <ul style="list-style-type: none"> • Organization Name; • Project Name; • Role on Project; • Duration; and • Valid Reference and Contact information. 		



RTC #	Rated Technical Criteria	Maximum Points	Points Allocation
RTC3	<p>The Contractor should demonstrate that the proposed Level 3 Technical Architect has completed one of the deliverables listed below while working on a project listed in MTC4.</p> <p>The following deliverables will be accepted and must demonstrate that they consider interactions and experience in terms of effectiveness, efficiency, and satisfaction across services and service activities (i.e. they cannot focus on a single service activity or touchpoint).</p> <ol style="list-style-type: none"> 1. Service vision or strategy (e.g. Channel Strategy, SWOT, Lean Business Model, Customer Lifecycle Maps, Value Stream Maps); 2. Service Design strategies and plans; 3. Objectives, benefits, key results or other factors that define the success of a service or service activities that include metrics that quantify success in terms of the effectiveness, efficiency, and satisfaction to enhance the overall client experience (CX) and employee (EX) of the service or service activities; 4. Research strategies and plans; 5. Research artifacts or visualization (e.g. Personas, Journey Maps, Service Blueprints, System Maps, Jobs to be Done, User Stories, Story Boards); 6. Reports detailing the synthesis and analysis or research activities; 7. Ideation artifacts or visualizations (e.g. Affinity Maps, Clustering, Sorting, and Refining Ideas, Decision Matrices); 8. Reports detailing the synthesis and analysis of ideation activities; 9. Contextual service prototypes (e.g. Simulations, Investigative Rehearsals, Pilots, Service Safaris, Story Boards, interactive prototypes, Service Staging, Future State Journey Maps, Future State Service Blueprints); 10. Reports detailing the synthesis and analysis of prototyping activities; 11. Service Design Deliverables (SWOT, Service Safaris, Client Journeys, Process Diagrams, Service Blueprints, Channel Strategy, Story Boards, Service Staging, Process Map, Organizational Structure, Jobs to be Done) 12. Artifacts resulting from design workshop facilitation; 13. Reports or presentations on recommended improvements of services and service activities 	<p style="text-align: center;">20</p>	<p>Four (4) points per project supported by design deliverables; up to five (5) projects (20 points).</p>



	<p>focused on improving effectiveness, efficiency, and satisfaction to enhance the overall client experience (CX) and employee experience (EX); and</p> <p>14. Presentations on Lessons Learned and Artefacts/Plays to improve the maturity of design within the community of practice of Transport Canada.</p> <p>1) A copy of the completed design deliverable developed by the proposed Resource must be provided.</p> <p>OR</p> <p>2) A signed letter from the client attesting to the completed design deliverables developed by the proposed resource.</p> <p>The letter must include the following:</p> <ul style="list-style-type: none"> • Name of the product; • Who the product was for (organization and name of Point of Contact); • Reasons for creating this type of product; • Goal of creating the product; • Paragraph explaining the product; • Paragraph explaining the desired outcomes the product was helping to achieve and an explanation of how the product helped to achieve them; and • Paragraph describing the quality of the product. 		
Maximum Score Possible			20
Minimum score required to be compliant (70%)			14



RTC #	Rated Technical Criteria	Maximum Points	Points Allocation	Bidder's Response (Reference to Substantiating Materials included in Bid)
RTC4	<p>The Contractor should demonstrate that the proposed Resource Level 2 has completed one of the deliverables listed below while working on a project listed in MTC5.</p> <p>The following deliverables will be accepted and must demonstrate that they consider interactions and experience in terms of effectiveness, efficiency, and satisfaction across services and service activities (i.e. they cannot focus on a single service activity or touchpoint).</p> <ol style="list-style-type: none"> 1. Service vision or strategy (e.g. Channel Strategy, SWOT, Lean Business Model, Customer Lifecycle Maps, Value Stream Maps); 2. Service Design strategies and plans; 3. Objectives, benefits, key results or other factors that define the success of a service or service activities that include metrics that quantify success in terms of the effectiveness, efficiency, and satisfaction to enhance the overall client experience (CX) and employee (EX) of the service or service activities; 4. Research strategies and plans 5. Research artifacts or visualization (e.g. Personas, Journey Maps, Service Blueprints, System Maps, Jobs to be Done, User Stories, Story Boards); 6. Reports detailing the synthesis and analysis or research activities 7. Ideation artifacts or visualizations (e.g. Affinity Maps, Clustering, Sorting, and Refining Ideas, Decision Matricies); 8. Reports detailing the synthesis and analysis of ideation activities; 9. Contextual service prototypes (e.g. Simulations, Investigative; Rehearsals, Pilots, Service Safaris, Story Boards, interactive prototypes, Service Staging, Future State 	10	2 points per project supported by design deliverables; up to 5 projects (10 points).	



RTC #	Rated Technical Criteria	Maximum Points	Points Allocation	Bidder's Response (Reference to Substantiating Materials included in Bid)
	<p>Journey Maps, Future State Service Blueprints);</p> <ol style="list-style-type: none"> 10. Reports detailing the synthesis and analysis of prototyping activities; 11. Service Design Deliverables (SWOT, Service Safaris, Client Journeys, Process Diagrams, Service Blueprints, Channel Strategy, Story Boards, Service Staging, Process Map, Organizational Structure, Jobs to be Done); 12. Artifacts resulting from design workshop facilitation; 13. Reports or presentations on recommended improvements of services and service activities focused on improving effectiveness, efficiency, and satisfaction to enhance the overall client experience (CX) and employee experience (EX); and 14. Presentations on Lessons Learned and Artefacts/Plays to improve the maturity of design within the community of practice of Transport Canada. <p>1) A copy of the completed design deliverable developed by the proposed Resource must be provided.</p> <p>OR</p> <p>2) A signed letter from the client attesting to the completed design deliverables developed by the proposed resource.</p> <p>The letter must include the following:</p> <ul style="list-style-type: none"> • Name of the product; • Who the product was for (organization and name of Point of Contact); • Reasons for creating this type of product; • Goal of creating the product; • Paragraph explaining the product; 			



RTC #	Rated Technical Criteria	Maximum Points	Points Allocation	Bidder's Response (Reference to Substantiating Materials included in Bid)
	<ul style="list-style-type: none"> Paragraph explaining the desired outcomes the product was helping to achieve and an explanation of how the product helped to achieve them; and Paragraph describing the quality of the product. 			
Maximum Score Possible				10
Minimum score required to be compliant (70%)				7

INTERVIEW OF PROPOSED RESOURCE

1. Canada may elect to virtually interview proposed Resources.
 - 1.1 Interviews scheduled by Canada and communicated to the Vendor no less than three (3) working days prior to the scheduled interview. Interviews will be scheduled between 9:00 a.m. and 3:00 p.m. Whether or not to schedule any interviews outside of the period identified will be within the sole discretion of Canada.
 - 1.2 If an interview of the proposed Resource is deemed required by Canada, the Vendor will be contacted by Canada at least three business days prior to the assigned interview date and time slot for the proposed Resource.
 - 1.3 Vendors must confirm receipt and acceptance of the date and time to the Contracting Authority within two (2) working days. Any Vendor who fails to provide confirmation within the specified timeframe will be deemed to have waived the opportunity complete this evaluation activity and will be declared non-compliant.
 - 1.4 Each scheduled interview will last no longer than 40 minutes in duration.
 - 1.5 The interview will be conducted in the preferred official language of the proposed Resource.
 - 1.6 The Vendor will be permitted to have one (1) representative present for the interview.
 - 1.7 At least three (3) evaluators will be present for each presentation. The Contracting Authority and/or another representative from TC Contracting Services, will also be present during each presentation.
 - 1.8 The interview will be conducted in accordance with the following process outlined below:



- a) The proposed Resource will be required to provide answers to the following five (5) questions:

Question No.	Interview Question for Proposed Resource	Scoring
1	You are asked to assist a Service provider in base lining their service to meet the requirements of the Service Catalog on Policy on Service Digital. How do you approach this?	Yes= Pass No= Fail
2	Tell me about a time where you supported a Service Provider in meeting their Service standards or service level agreement. How did you do this?	Yes= Pass No= Fail
3	Tell me about a time where you taught others the importance of service design and transferred some of your knowledge. How did you do this?	Yes= Pass No= Fail
4	What is your proudest achievement related to Service Design based on Tasks similar to Annex A?	Yes= Pass No= Fail
	What is your biggest lesson learned related to Service Design based on Tasks similar to Annex A?	Yes= Pass No= Fail

1. b) Evaluators present at the interview will rate responses provided by the proposed Resource, in order to determine the proposed Respondent's suitability to complete the Work identified in Annex A. Evaluators will aim to confirm the following for each provided response:

(1) The proposed Resource has solid capabilities and competences to conduct Service Design work that include (but is not limited to):

Responses are limited to the scope of: User Interface (UI) and/or IT Requirements and/or Application Development and/or Project Management

- Any other responses unrelated to Service Design
- Actions taken by the resource do not demonstrate: good judgement, problem-solving skills, efficiency/effectiveness and an understanding of key legislation, policies and directives

(2) Provided responses clearly demonstrated how the resource has worked with products, people and processes for the end to end of the service (channels and touch points)

- Actions taken by the resource demonstrated: good judgement, problem-solving skills, efficiency/effectiveness and an understanding of key legislation, policies and directives

c) Evaluators will also be provided a copy of the curriculum vitae (CV) for the proposed Resource (submitted in response to (MTC1, MTC2, MTC3, MTC4 and MTC5) which may be considered by the evaluators when evaluating responses.

d) For each question listed above in sub-section (a), evaluators will allocate a pass or fail mark based on consensus evaluations.



- 1.9 In order to successfully complete the evaluation process, the proposed Resource must be assessed by the evaluation team as:
 - 1.a) scoring a pass mark for all five (5) questions listed in sub-section (a);
 - b) demonstrating in the responses during the interview that they have an ability to work with products; and
 - c) Any proposed Resource that does not demonstrate these items to the evaluation team will be declared non-compliant.
- 2.0 Customer Reference Check
- 2.1 A Customer Reference Check may be conducted for the provided references.
- 2.2 The evaluation process is an optional evaluation phase in which Canada may elect to conduct a Customer Reference Check to complete the evaluation process.
- 2.3 Customer references must confirm the information provided by the Vendor regarding propose resource's projects and be able to respond to other relevant questions.
- 2.4 The Vendor is solely responsible for ensuring that it provides a contact person who is knowledgeable about the services the Vendor has provided to the customer reference organization and who is willing to act as a customer reference. Crown references will be accepted.
- 2.5 For each proposed Resource, the Vendor must provide two (2) client references presented in the format indicated in Attachment 3.1 – Customer Reference Form. Each client reference must meet the following requirements in order to be considered:
 - i. The identified point of contacts (who provide the customer reference on behalf of the customer organization must have directly reviewed the work of the proposed Resource in a position equivalent to a manager (e.g. Deputy Director, Chief, Team Leader) or higher. Canada will not consider any provided customer references where the identified points of contact do not meet this requirement.
 - ii. The client reference must include all requested information identified in Attachment 3.1. Canada will not consider any additional information provided by the Vendor.
 - iii. The client reference for the proposed Resource cannot be for Work provided by the proposed Resource to the Vendor as a customer. Canada will not consider a reference if the customer organization identified in Attachment 3.1 is either:
 - iv. Itself;
 - v. an affiliate; or
 - vi. other entity that does not deal at arm's length with the Vendor.
- 2.6 The validation of customer references will be conducted in accordance with the following process outlined below:



- 1. a) Canada will select one of the two provided customer references, and will use that selected reference for the purposes of evaluation. This selection will be made on a random basis, such as by drawing numbers from a hat regarding which of references 1 or 2 will be contacted.
- b) Once selected, Canada will set aside the other customer reference entirely (i.e., if the Resource scores poorly or the contact for the selected customer reference organization does not respond, the Resource will receive that score, and Canada will not conduct a reference check for a different customer reference).
- c) Canada will conduct reference checks in writing by email (unless the contact person for the reference is only available by telephone). Canada will send all email reference check requests to contacts supplied by the Vendors on the same day using the email address(es) provided in the bid (in the case of any telephone reference checks, Canada will contact the reference as soon as possible after email reference checks have been sent, but it may not occur on the same day).
- 2. d) The selected client references will be contacted to provide answers to the following five (5) questions:

Question No.	Question for Customer Reference	Scoring
1	Overall, were you satisfied with the quality of the work prepared for your review by the Resource?	Yes= Pass No= Fail
2	When problems were found in the Resource's work, was the Resource responsive and timely in resolving the issues? Consider the quality of the resolution in your response.	Yes= Pass No= Fail
3	Did the Resource take your comments and suggestions into consideration?	Yes= Pass No= Fail
4	Did the Resource demonstrate the ability to work independently with little guidance and/or monitoring?	Yes= Pass No= Fail
5	Can you confirm that the Resource provided knowledge transfer and/or trained your or your team to continue their duties after their departure?	Yes= Pass No= Fail

- e) Given the information that Canada seeks to confirm with a reference is mandatory, Canada will declare the propose resource non-compliant if the response from the contact person at the reference is not received within five (5) working days of the date that Canada's email was sent (or within five (5) working days of leaving a voicemail message for a telephone reference).
- f) On the third working day after sending out the reference check request, if Canada has not received a response, Canada will notify the Vendor by email, to allow the Vendor to contact its reference directly to ensure that it responds to Canada within five (5) working days. If the individual named by a Vendor is unavailable when required during the evaluation period, the



**ATTACHMENT 4.2
PRICING SCHEDULE**

Initial Contract Period:

Initial Contract Period - Date of Contract Award To 1 year later				
	(B)	(C)	(D)	(E)
Category	Level of Expertise	Estimated Number of Days	Firm Per Diem Rate or Median Rate (if applicable)	Total Cost (C*D) (CAD)
B.7 Business Transformation Architect (Service Design)	6	1035	\$	\$
B.7 Business Transformation Architect (Service Design)	4	690	\$	\$
Total Price Initial Contract Period (Applicable Taxes excluded):				\$ <TBD>

Option Periods:

Option Period 1 – One Year Period				
	(B)	(C)	(D)	(E)
Category	Level of Expertise	Estimated Number of Days	Firm Per Diem Rate or Median Rate (if applicable)	Total Cost (C*D) (CAD)
B.7 Business Transformation Architect (Service Design)	6	1035	\$	\$
B.7 Business Transformation Architect (Service Design)	4	690	\$	\$
Total Price Option Period 1 (Applicable Taxes excluded):				\$ <TBD>

Option Period 2 – One Year Period				
	(B)	(C)	(D)	(E)
Category	Level of Expertise	Estimated Number of Days	Firm Per Diem Rate or Median Rate (if applicable)	Total Cost (C*D) (CAD)
B.7 Business Transformation Architect (Service Design)	6	1035	\$	\$
B.7 Business Transformation Architect (Service Design)	4	690	\$	\$



Total Price Option Period 2 (Applicable Taxes excluded):		\$ <TBD>
Total Bid Price		
(Initial Contract Period + Option Period 1 + Option Period 2) (Applicable Taxes excluded)		\$ _____ To be completed by the Bidder



ATTACHMENT 5.1 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) - Labour's website](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?ga=1.173410787.154425323.1406223033) (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?ga=1.173410787.154425323.1406223033).

Date: _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the [Employment Equity Act](#).
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
 - A5.1 The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

OR

- A5.2 The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

- B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions).